

INFORMATION TO OFFERORS OR QUOTERS SECTION A - COVER SHEET		1. SOLICITATION NUMBER SP0600-01-R-0108	2. (X one) a. SEALED BID X b. NEGOTIATED (RFP) c. NEGOTIATED (RFQ)
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INSTRUCTIONS

NOTE THE AFFIRMATIVE ACTION REQUIREMENT OF THE EQUAL OPPORTUNITY CLAUSE WHICH MAY APPLY TO THE CONTRACT RESULTING FROM THIS SOLICITATION.

You are cautioned to note the "Certification of Non-Segregated Facilities" in the solicitation. Failure to agree to the certification will render your reply nonresponsive to the terms of solicitations involving awards of contracts exceeding \$25,000 which are not exempt from the provisions of the Equal Opportunity clause.

"Fill-ins" are provided on the face and reverse of Standard Form 18 and Parts I and IV of Standard Form 33, or other solicitation documents and Sections of Table of Contents in this solicitation and should be examined for applicability.

See the provision of this solicitation entitled either "Late Bids, Modifications of Bids or Withdrawal of Bids" or "Late Submissions, Modifications and Withdrawals of Offers."

When submitting your reply, the envelope used must be plainly marked with the Solicitation Number, as shown above and the date and local time set forth for bid opening or receipt of proposals in the solicitation document.

If NO RESPONSE is to be submitted, detach this sheet from the solicitation, complete the information requested on reverse, fold, affix postage, and mail. NO ENVELOPE IS NECESSARY.

Replies must be set forth full, accurate, and complete information as required by this solicitation (including attachments). The penalty for making false statments is prescribed in 18 U.S.C. 1001.

3. ISSUING OFFICE (Complete mailing address, including Zip Code) DEFENSE ENERGY SUPPORT CENTER ATTN: DESC-PEA SHARON A. WARD 8725 JOHN J. KINGMAN ROAD, SUITE 4950 FT. BELVOIR, VA 22060-6222		FACSIMILE: 703-767-8506 TELEPHONE: 703-767-9550
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4. ITEMS TO BE PURCHASED (Brief description) ORDERING PERIOD: PURCHASE PROGRAM: PRODUCTS:	QTY/GALS 01 JULY 2001 THROUGH 30 JUNE 2004 1.8J UNITED KINGDOM 93 GASOLINE, LEAD REPLACEMENT (LRP) 95 GASOLINE, UNLEADED 97 DIESEL, GRADE A-1 99 KEROSENE, CLASS C-2
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5. PROCUREMENT INFORMATION (X and complete as applicable)			
X	a. THIS PROCUREMENT IS UNRESTRICTED		
	b. THIS PROCUREMENT IS A _____% SET-ASIDE FOR ONE OF THE FOLLOWING (Xone). (See Section I of the Table of Contents in this solicitation for details of the set-aside.)		
	(1) Small Business	(2) Labor Surplus Area Concerns	(3) Combined Small Business/Labor Area Concerns

6. ADDITIONAL INFORMATION	** IMPORTANT INFORMATION **
A. The closing date is 8 February 2001, 3:00 PM local time, Fort Belvoir, VA. B. This is a multi-year solicitation. Contracts awarded as a result of this solicitation will be Requirements type Fixed-Price with Economic Price Adjustment. Offers are requested for the period of 01 July 2001 through 30 June 2004. Please refer to Clauses I84, REQUIREMENTS and I86.06-1, DELIVERY ORDER LIMITATIONS. C. See Clause L2.05-5 - INSTRUCTION TO OFFERS RELATING TO LATE SUBMISSIONS OF OFFERS. D. Please refer to the Base Reference Price listed in Clause B19.02 - ECONOMIC PRICE ADJUSTMENT before submitting your offer. E. Please complete and submit the schedule of supplies contained in the accompanying "OFFER SUBMISSION PACKAGE" as your offer. Copies of documents submitted must be exactly the same as the original. F. Any additional persons authorized to negotiate on your company's behalf with the Government concerning this request for proposal should be included with your initial offer. G. See Clause M72.03-1 EVALUATION FACTORS FOR BEST OVERALL VALUE (OVERSEAS)(DESC APR 1999) concerning past performance and best value determination procedures.	

7. POINT OF CONTACT FOR INFORMATION	
a. NAME (Last, First, Middle Initial) WARD, SHARON A. c. TELEPHONE NUMBER (Including Area Code and Extenstion) (NO COLLECT CALLS) (703) 767-9550	b. ADDRESS (Including Zip Code) DEFENSE ENERGY SUPPORT CENTER ATTN: DESC-PEA, SHARON A. WARD 8725 JOHN J. KINGMAN ROAD, SUITE 4950 FT. BELVOIR, VA 22060-6220

8. REASONS FOR NO RESPONSE <i>(X all that apply)</i>					
<input type="checkbox"/>	a. CANNOT COMPLY WITH SPECIFICATIONS		<input type="checkbox"/>	b. CANNOT MEET DELIVERY REQUIREMENTS	
<input type="checkbox"/>	c. UNABLE TO IDENTIFY THE ITEM(S)		<input type="checkbox"/>	d. DO NOT REGULARLY MANUFACTURE OR SELL THE TYPE OF ITEMS INVOLVED	
<input type="checkbox"/>	e. OTHER <i>(Specify)</i>				
9. MAILING LIST INFORMATION <i>(X one)</i>					
<input type="checkbox"/>	YES	<input type="checkbox"/>	NO	WE DESIRE TO BE RETAINED ON THE MAILING LIST FOR FUTURE PROCUREMENT OF THE TYPE OF ITEM(S) INVOLVED.	
10. RESPONDING FIRM					
a. COMPANY NAME			b. ADDRESS <i>(Including Zip Code)</i>		
c. ACTION OFFICER					
(1) Typed or Printed Name <i>(Last, First, Middle Initial)</i>		(2) Title		(3) Signature	
				(4) Date Signed <i>(YYMMDD)</i>	

DD Form 1707 Reverse, MAR 90

FOLD

FOLD

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FROM

FOLD

AFFIX
STAMP
HERE

SOLICITATION NUMBER	
SP0600-01-R-0108	
DATE (YYYYMMDD)	LOCAL TIME
20010208	3:00 PM

TO **ATTN: Bid Custodian/DESC-CPC/Rm 4729
Defense Energy Support Center
8725 John J. Kingman Road, Suite 4950
Ft. Belvoir, VA 22060-6222**

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30					1. REQUISITION NUMBER SC0600-01-0603		PAGE 1 OF 55					
2. CONTRACT NUMBER		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER SP0600-01-R-0108		6. SOLICITATION ISSUE DATE 09 JAN 2001				
7. FOR SOLICITATION INFORMATION CALL:		a. NAME SHARON A. WARD (703) 767-9550 OR LANDIS B. WEBB (703) 767-9504				b. TELEPHONE NUMBER (no collect calls) PHONE: SEE BLOCK 7(A) FAX (703) 767-8506		8. OFFER DUE DATE/LOCAL TIME 8 FEB 01 @ 3:00 PM FT. BELVOIR, VA				
9. ISSUED BY CODE DESC-PEA DEFENSE ENERGY SUPPPORT CENTER DESC-PEA 8725 JOHN J. KINGMAN RD, STE 4950 FT BELVOIR, VA 22060-6222 FAX: 703-767-8506 BUYER/ SYMBOL: SHARON A. WARD /PEA PHONE: (703) 767-9550 PP 1.8J				10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV BUSINESS <input type="checkbox"/> 8(A) SIC: 5172/2911 SIZE STANDARD: 500/1500		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS				
						13a. THIS CONTRACT IS RATED ORDER UNDER DPAS (15 CFR 700)						
				13b. RATING				14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP				
				15. DELIVER TO CODE SEE SCHEDULE				16. ADMINISTERED BY CODE SEE BLOCK 9				
17a. CONTRACTOR / OFFEROR CODE				18a. PAYMENT WILL BE MADE BY CODE SEE CLAUSE F30.01								
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM								
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY		22. UNIT		23. UNIT PRICE		24. AMOUNT	
		<u>SEE SCHEDULE</u> (Attach additional Sheets as Necessary)							SEE OFFEROR SUBMISSION PACKAGE ATTACHED		SEE OFFEROR SUBMISSION PACKAGE ATTACHED	
25. ACCOUNTING AND APPROPRIATION DATA TO BE CITED ON EACH DELIVERY ORDER								26. TOTAL AWARD AMOUNT (For Govt. Use Only)				
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED. <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.												
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>2</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS AND CONDITIONS SPECIFIED HEREIN.						<input type="checkbox"/> 29. AWARD OF CONTRACT: REFERENCE _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: _____.						
30a. SIGNATURE OF OFFEROR/CONTRACTOR						31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)						
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)				30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)				31c. DATE SIGNED		
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED						33. SHIP NUMBER		34. VOUCHER NUMBER		35. AMOUNT VERIFIED CORRECT FOR		
						<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL						
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE				32c. DATE		36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				37. CHECK NUMBER		
						38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER		40. PAID BY		
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT						42a. RECEIVED BY (Print)						
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER				41c. DATE		42b. RECEIVED AT (Location)						
						42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS				

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LIST OF ATTACHMENTS

THE FOLLOWING ARE INCLUDED IN THIS SOLICITATION:

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B1.05 SUPPLIES TO BE FURNISHED (OVERSEAS PC&S/ALASKA) (DESC MAY 1996)

(a) The supplies to be furnished during the period specified in the REQUIREMENTS clause, the delivery points, methods of delivery, and estimated quantities are shown below. The quantities shown are best estimates of required quantities only. Unless otherwise specified, the total quantity ordered and required to be delivered may be greater than or less than such quantities. The Government agrees to order from the Contractor and the Contractor shall, if ordered, deliver during the contract period all items awarded under this contract. The prices paid shall be the unit prices specified in subsequent price change modifications issued in accordance with the ECONOMIC PRICE ADJUSTMENT clause.

(b) In an emergency, oral orders may be issued and must be confirmed in writing by an SF 1449 or DD Form 1155 within 24 hours.

(c) Offers shall not be submitted for quantities less than the estimated quantities specified below for each line item. Offers submitted for less than the estimated quantities will not be considered for award, except for items specifically designated as 3-year requirements.

<u>ITEMS</u>	<u>SUPPLIES, DELIVERY POINTS, AND METHOD OF DELIVERY</u>	<u>3-YEAR ESTIMATED QUANTITY (LITERS)</u>
93	Gasoline, Automotive Low Lead NSN: 9130-99-577-5825 British Specification: EN4040	43,534,563
95	Gasoline, Automotive Premium, Unleaded NSN: 9130-99-956-6833 British Specification: EN228	125,630,919
97	Fuel Oil, Diesel NSN: 9140-99-910-0459 British Specification: EN590	70,069,687
99	Kerosene NSN: 9140-99-910-5054 British Specification: BS 2869, Class C-2	1,510,600

NOTE: 1. The above details all products solicited and applicable specifications. Offers should be made for the individual items listed on the following pages.

- (i) Quantities listed are for three years.
- (ii) The conversion factor used for Liter to Gallon is: 3.78541 Liters equals 1 U.S. Gallon.

EVALUATION CRITERIA:

- a. For evaluation purposes, on ALL ITEMS EXCEPT AUTOMATIC FILL ITEMS, surcharges will be incorporated into your offered prices based on each site's average delivery requirement.
- b. Automatic Fill Items: Prices offered should include all costs associated with the fill delivery requirement as defined in Clause F1.26 in the solicitation. Since the successful offeror will be responsible for maintaining product at required levels, as specified in Clause F1.26, no small load surcharge/premia charges will apply. The Contractor shall not invoice for small load surcharge/premia as it is not authorized by the contract.

(DESC 52.207-9F55)

ITEM	PRODUCT AND METHOD OF DELIVERY	3 Year Ordering Period quantity ui
001	U.S. MENWITH HILL STATION UK, DOD, HARROGATE NORTH YORKSHIRE HG3 2RF YORKSHIRE DELIVERY DODAAC: WK2W413 BILLING DODAAC : WK2W413 ORDERING OFFICE : (COMM) 01423-777716 FAX: COMM-01423777992 POC-VICKY MOULTON	
001-95	UNLEADED GASOLINE EN 228, PREMIUM TANK TRUCK (TT), TW INTO 1/31,000 LITER BELOW GROUND TANK BASE MOTOR POOL DELIVERY HOURS: 0800-1600 MONDAY THRU FRIDAY AVERAGE DELIVERY: 25,000 LITERS MINIMUM DELIVERY: 20,000 LITERS	150,000 LT
001-97	DIESEL, GRADE A-1 BS EN590 (ULTRA LOW SULFUR DIESEL) TANK TRUCK (TT), TW INTO 1/4,500 LITER TANK AT 9 SEPARATE DELIVERY POINTS 1/9,000 LITER TANK 1/12,000 LITER TANK 1/16,000 LITER TANK 1/25,000 LITER TANK 2/54,000 LITER TANKS 5/55,000 LITER TANKS 7/60,000 LITER TANKS 7/61,370 LITER TANKS DELIVERY HOURS: 0800-1600 MONDAY THRU FRIDAY MIN DEL TO LARGE TANKS: 20,000 LT AVG DEL TO LARGE TANKS: 23,000 LT MIN DEL TO SMALL TANKS: 2,000 LT AVG DEL TO SMALL TANKS: 5,000 LT 3 TANKS REQUIRE DELIVERY BY RIGID BODY TRUCK SPECIAL MESSAGES: MULTIPLE DROP	5,500,000 LT
001-99	KEROSENE, CLASS C-2 AROMATICS 0.00 BS 2869; 28 SECOND BURNING OIL TANK TRUCK (TT), TW INTO 2/1,200 LITER BELOW GROUND TANK FOREST MOOR DELIVERY HOURS: 0800-1600 MONDAY THRU FRIDAY AVERAGE DELIVERY: 1,600 LITERS MINIMUM DELIVERY: 1,000 LITERS	21,600 LT
005	US ARMY MARINE FLEET ACT SHORE RD, HYTHE UK, ARMY, NEAR SOUTHAMPTON FOR US ARMY HAMPSHIRE DELIVERY DODAAC: W80RNK BILLING DODAAC : W80RNK ORDERING OFFICE : DSN 243-3423 FAX: DSN 243-3320 POC IS STEVE NOLAN	
005-97	DIESEL, GRADE A-1 BS EN590 (ULTRA LOW SULFUR DIESEL) TANK TRUCK (TT), TW INTO 1/64,533 LITER TANK AT USA BASE STORAGE DELIVERY HOURS: 0800-1500 AVERAGE DELIVERY: 5,000 LITERS MINIMUM DELIVERY: 5,000 LITERS	375,000 LT

ITEM	PRODUCT AND METHOD OF DELIVERY		
500	USN SUPPORT ACTIVITY,PWD UK, NAVY, 7 NORTH AUDLEY STREET LONDON W.I.//INNER ZONE// (US EMBASSY) DELIVERY DODAAC: N62585 BILLING DODAAC : N43459 ORDERING OFFICE : (COMM. TEL) 0207-514-4777 CONTACT IS DARREN SADLER. ALTERNATE NUMBER IS COMMERCIAL 02075144640 OR DSN 235-4777		
500-97	DIESEL,GRADE A-1 BS EN590 (ULTRA LOW SULFUR DIESEL) TANK TRUCK (TT), TW INTO 1/31,800 LITER TANK AT USN BASE STORAGE DELIVERY HOURS: 0800-1200 MONDAY THRU FRIDAY AVERAGE DELIVERY: 10,000 LITERS MINIMUM DELIVERY: 10,000 LITERS	60,000	LT
504	U.S. NAVY EXCHANGE SERVICE STATION UK, NAVY, WEST RUISLIP FOR RESALEACT UK DET MIDDLESEX // INNER ZONE // DELIVERY DODAAC: N62585 BILLING DODAAC : N659563 ORDERING OFFICE : (COMM. TEL) 01895-616744 POC: JANE BELL FAX: COMM: 01895 616743		
504-95	UNLEADED GASOLINE EN 228, PREMIUM TANK TRUCK (TT), TW DELIVERY HOURS: 0900-1800 MONDAY THRU SATURDAY 0900-1700 MONDAY THRU SATURDAY AVERAGE DELIVERY: 15,000 LITERS MINIMUM DELIVERY: 10,000 LITERS	3,649,000	LT
504-97	DIESEL,GRADE A-1 BS EN590 (ULTRA LOW SULFUR DIESEL) TANK TRUCK (TT), TW INTO 1/9,000 LITER TANK AT USN EXCHANGE STORAGE DELIVERY HOURS: 0900-1700 MONDAY TO FRIDAY 0900-1700 MONDAY THRU SATURDAY AVERAGE DELIVERY: 8,000 LITERS MINIMUM DELIVERY: 3,000 LITERS	100,000	LT
750	RAF MOLESWORTH UK, AAFES, NEAR HUNTINGDON DELIVERY DODAAC: HXGBFK BILLING DODAAC : HXGBAA-3 ORDERING OFFICE : (COMM TEL) 048052565 AAFES POC: FRED TYLER DSN 238-2774		
750-931	LRP GASOLINE (LEAD REPLACEMENT GASOLINE) BS 4040 TANK TRUCK (TT), TW INTO 1/25,000 LITER TANK AT AAFES EXCHANGE STORAGE AVERAGE DELIVERY: 10,000 LITERS MINIMUM DELIVERY: 5,000 LITERS	630,000	LT
750-95	UNLEADED GASOLINE EN 228, PREMIUM TANK TRUCK (TT), TW INTO 1/25,000 LITER TANK AT AAFES EXCHANGE STORAGE DELIVERY HOURS: 1000-1500 AVERAGE DELIVERY: 10,000 LITERS MINIMUM DELIVERY: 5,000 LITERS	8,100,000	LT

3 Year
Ordering Period
quantity ui

ITEM	PRODUCT AND METHOD OF DELIVERY	quantity	ui
754	RAF FAIRFORD UK, USAF, NEAR FAIRFORD, FOR USAF BASE FUELS SUPPLY, GLOUCESTERSHIRE//OUTER ZONE// DELIVERY DODAAC: FP5560 BILLING DODAAC : FP5560 ORDERING OFFICE : (COMM TEL) (0285) 714897 POC: MSGT DENY MCCARTHY DSN 247-4897		
754-95	UNLEADED GASOLINE EN228, PREMIUM TANK TRUCK (TT), INTO 2/189,270, 1/18,927 LITER USAF TANKS DELIVERY HOURS: 0800-1600 AVERAGE DELIVERY: 26,000 LITERS MINIMUM DELIVERY: 13,000 LITERS DRIVER REPORT TO MAIN GATE, HAVE SECURITY POLICE CALL FCC X4917 OR 4207 TO REQUEST ESCORT SPECIAL MESSAGES: MULTIPLE DROP	284,000	LT
754-97	DIESEL, GRADE A-1 BS EN590 (ULTRA LOW SULFUR DIESEL) TANK TRUCK (TT), TW W/PUMP AND METER INTO 21/2,271 TO 9,085, 42/3,785 GENERATOR, 10/11,356 TO 34,068, 12/21,000 TO 189,266 LT USAF TANKS DELIVERY HOURS: 0800-1600 MONDAY TO FRIDAY DRIVER REPORT TO MAIN GATE FOR PSA ESCORT BEFORE AND AFTER DELIVERIES. THE 42 GENERATOR TANKS REQUIRE A 2" TO 2 1/2" QUICK-DISCONNECT COUPLER AVERAGE DELIVERY: 22,000 LITERS MINIMUM DELIVERY: 22,000 LITERS SPECIAL MESSAGES: ESCORT REQUIRED	6,500,000	LT
758	RAF LAKENHEATH UK, USAF, ERISWELL, FOR USAF BASE FUELS SUPPLY, SUFFOLK//GENERAL ZONE// DELIVERY DODAAC: FP5587 BILLING DODAAC : FP5587 ORDERING OFFICE : (COMM. TEL) 01638-52-2239 POC: SSGT HICKS DSN: 226-5972		
758-95	UNLEADED GASOLINE EN 228, PREMIUM TANK TRUCK (TT), INTO 1/28,000 & 12/55,000 LITER USAF TANKS DELIVERY HOURS: 0800-1630 AVERAGE DELIVERY: 29,000 LITERS MINIMUM DELIVERY: 17,000 LITERS DRIVER REPORT TO RAF LAKENHEATH BLDG 1333	1,454,000	LT
758-971	DIESEL, GRADE A-1 BS EN590 (ULTRA LOW SULFUR DIESEL) TANK TRUCK (TT), TW W/PUMP AND METER INTO 11/125,000, 2/77,000, 4/55,000 AND 1/27,000 LITER USAF TANKS DELIVERY HOURS: 0800-1630 AVERAGE DELIVERY: 29,000 LITERS MINIMUM DELIVERY: 17,000 LITERS DRIVER REPORT TO RAF LAKENHEATH BLDG 1333 BEFORE AND AFTER DELIVERIES SPECIAL MESSAGES: ESCORT REQUIRED	2,135,000	LT

ITEM	PRODUCT AND METHOD OF DELIVERY	3 Year Ordering Period quantity ui
758-972	<p>DIESEL, GRADE A-1 BS EN590 (ULTRA LOW SULFUR DIESEL)</p> <p>TANK TRUCK (TT), TW W/PUMP & 18 METER HOSE WITH 2" NOZZLE INTO 2/64,348 TO 71,915, 10/62,995 TO 56,775, 11/45,323 TO O 52,993, 6/37,854 TO 41,635, 4/26,500 TO 30,280, 16/22,713 TO 26,795, 4/15,144 TO 18,925 17/11,359 TO 15,140, 9/11,355, 7/7,574 TO 11,355, 40/3,788 TO 7,570, 1/2,839 (BLDG 800), 2/1,893 (BLDGS 431 & 1308), 425/1,514, 130/204 TO 3,785, AND 1/757 (BLDG 1273) LT USAF TANKS DELIVERY HOURS: 0800-1630 MONDAY TO FRIDAY MULTIPLE DROP DRIVER REPORT TO BLDG 1333 BEFORE AND AFTER DELIVERIES SPECIAL MESSAGES: AUTOMATIC FILL ; ESCORT REQUIRED</p>	22,710,000 LT
758-99	<p>KEROSENE, CLASS C-2</p> <p>TANK TRUCK (TT), TW W/PUMP AND 18 METER 2" HOSE WITH NOZZLE INTO 11/1,300 LITER TANKS AT MOULTON HOUSING RIVERSIDE WALK, MOULTON SUFFOLK (APPROXIMATELY 12 MILES FROM RAF LAKENHEATH) DELIVERY HOURS: 0800-1630 MONDAY TO FRIDAY DRIVER REPORT TO BLDG 1333 BEFORE AND AFTER DELIVERY SPECIAL MESSAGES: AUTOMATIC FILL ; ESCORT REQUIRED</p>	137,000 LT
762	<p>RAF FELTWELL UK, USAF, NEAR BRANDON, 6 MI FROM RAF LAKENHEATH SUFFOLK//GENERAL ZONE// DELIVERY DODAAC: FP5587 BILLING DODAAC : FP5587-3 ORDERING OFFICE : ERI SWELL 3131 EXT 3629/2239 POC: SSGT HICKS DSN 226-5972</p>	
762-97	<p>DIESEL, GRADE A-1 BS EN590 (ULTRA LOW SULFUR DIESEL)</p> <p>TANK TRUCK (TT), TW W/PUMP AND METER INTO 1/160,000 LITER TANK (BLDG 204) 2/9,000 LITER TANKS (BLDG 65) 6/22,750 LITER TANKS (BLDGS 17, 53, 73, 94) DELIVERY HOURS: 0800-1630 AVERAGE DELIVERY: 29,000 LITERS MINIMUM DELIVERY: 17,000 LITERS DRIVER REPORT TO RAF LAKENHEATH BLDG 1333 BEFORE AND AFTER DELIVERY SPECIAL MESSAGES: MULTIPLE DROP; ESCORT REQUIRED</p>	5,858,000 LT
774	<p>RAF ALCONBURY UK, USAF, NEAR HUNTINGDON FOR USAF BASE FUELS SUPPLY, CAMBRIDGESHIRE//OUTER ZONE// DELIVERY DODAAC: FP5643 BILLING DODAAC : FP5643 ORDERING OFFICE : (COMM. TEL) 44(01638) 542768 POC: SSGT EUBANKS DSN: 238-2768</p>	
774-95	<p>UNLEADED GASOLINE EN 228, PREMIUM</p> <p>TANK TRUCK (TT), INTO 2/53,000 LITER USAF TANKS LOCATED AT RAF MOLESWORTH DELIVERY HOURS: 0800-1630 AVERAGE DELIVERY: 29,000 LITERS MINIMUM DELIVERY: 29,000 LITERS</p>	618,000 LT

ITEM	PRODUCT AND METHOD OF DELIVERY	3 Year Ordering Period quantity ui
774-97	DIESEL, GRADE A-1 BS EN590 (ULTRA LOW SULFUR DIESEL) TANK TRUCK (TT), TW W/PUMP INTO VARIOUS TANKS RANGING FROM 200 - 436,370 LT (15 TANKS AT RAF ALCONBURY & 40 TANKS AT RAF MOLESWORTH). ALL TANKS ARE FOR MISSION SUPPORT BLDGS. DELIVERY HOURS: 0800-1430 MONDAY TO FRIDAY ALL DELIVERIES REQUIRE A MIN OF 33 MTRS OF HOSE WITH BOTH 2" AND 3" NOZZLES DRIVER REPORT TO BLDG 771 AT RAF ALCONBURY BEFORE AND AFTER DELIVERIES SPECIAL MESSAGES: MULTIPLE DROP; AUTOMATIC FILL ; ESCORT REQUIRED	3,284,000 LT
774-971	DIESEL, GRADE A-1 BS EN590 (ULTRA LOW SULFUR DIESEL) TANK TRUCK (TT), W/PUMP, METER AND 50 FT HOSE INTO 3/145,000 LITER TANKS AT RAF MOLESWORTH DELIVERY HOURS: 0800-1600 MONDAY TO FRIDAY AVERAGE DELIVERY: 10,000 LITERS MINIMUM DELIVERY: 10,000 LITERS	370,000 LT
782	RAF CROUGHTON UK, USAF, NEAR BRACKLEY, FOR USAF FUELS SUPPLY, NORTHAMPTON SHIRE//GENERAL ZONE// DELIVERY DODAAC: FP5518 BILLING DODAAC : FP5518 ORDERING OFFICE : 01280 708028	
782-95	UNLEADED GASOLINE EN 228, PREMIUM TANK TRUCK (TT), TW W/PUMP INTO 1/4,546 USAF TANK DELIVERY HOURS: 0730-1600 AVERAGE DELIVERY: 3,000 LITERS MINIMUM DELIVERY: 2,000 LITERS DRIVER REPORT TO MAIN GATE & HAVE GUARD NOTIFY ESCORT SPECIAL MESSAGES: ESCORT REQUIRED	227,125 LT
782-97	DIESEL, GRADE A-1 BS EN590 (ULTRA LOW SULFUR DIESEL) TANK TRUCK (TT), TW W/PUMP INTO 2/80,000 (BLDG 180), 1/45,000 (BLDG 155A), 2/22,800 (BLDG 37), 2/22,800 (BLDG 42), 1/20,000 (BLDG 76) AND 2/15,000 (BLDG 31) LITER TANKS DELIVERY HOURS: 0800-1600 AVERAGE DELIVERY: 23,000 LITERS MINIMUM DELIVERY: 16,000 LITERS DRIVER REPORT TO MAIN GATE & HAVE GUARD NOTIFY ESCORT SPECIAL MESSAGES: MULTIPLE DROP; ESCORT REQUIRED	243,000 LT
782-971	DIESEL, GRADE A-1 BS EN590 (ULTRA LOW SULFUR DIESEL) TANK TRUCK (TT), TW W/PUMP, METER, 20 METER HOSE, AND 2" NOZZLE INTO 2/23,000 (BLDG 203), 1/15,000 (BLDG 136), 2/13,600 (BLDG 230), 1/13,500 (BLDG 150), 1/2,700 (BLDG 146) AND 2/2,300 (BLDG 153 A & B) LITER TANKS AND 1/9000 LITER TANK AT RAF BARFORD ST JOHNS APPROX 4 MILES AWAY. DELIVERY HOURS: 0730-1600 MONDAY TO FRIDAY DRIVER REPORT TO MAIN GATE FOR ESCORT SPECIAL MESSAGES: MULTIPLE DROP; AUTOMATIC FILL ; ESCORT REQUIRED	1,719,447 LT

ITEM	PRODUCT AND METHOD OF DELIVERY	3 Year Ordering Period quantity ui
786	DAWS HILL UK UK, NAVY, FOR NAVACT, UK BUCKINGHAMSHIRE//OUTER ZONE// DELIVERY DODAAC: N62585 BILLING DODAAC : N43459 ORDERING OFFICE : (COMM) 0207-514-4777 POC: DARREN SADLER DSN 235-4777	
786-97	DIESEL, GRADE A-1 BS EN590 (ULTRA LOW SULFUR DIESEL) TANK TRUCK (TT), TW W/PUMP INTO 2/69,000 LITER USN TANKS (SINGLE DROP) DELIVERY HOURS: 0800-1200 MONDAY THRU FRIDAY AVERAGE DELIVERY: 59,200 LITERS MINIMUM DELIVERY: 29,600 LITERS DRIVER REPORT TO MAIN GATE AND HAVE GUARD CALL EXT 5992 FOR ESCORT SPECIAL MESSAGES: ESCORT REQUIRED	2,000,000 LT
790	RAF WELFORD UK, USAF, NEAR NEWBURY, FOR 100 RELOC BERKSHIRE//OUTER ZONE// DELIVERY DODAAC: FP5560 BILLING DODAAC : FP5560 ORDERING OFFICE : (COMM TEL) (0635) 512148 POC: MSGT MCCARTHY DSN 247-4207	
790-95	UNLEADED GASOLINE EN 228, PREMIUM TANK TRUCK (TT), TW W/PUMP INTO 1/54,517 LITER USAF TANK DELIVERY HOURS: 0900-1400 AVERAGE DELIVERY: 12,000 LITERS MINIMUM DELIVERY: 12,000 LITERS DRIVER REPORT TO BLDG 192 SPECIAL MESSAGES: ESCORT REQUIRED	60,000 LT
790-97	DIESEL, GRADE A-1 BS EN590 TANK TRUCK (TT), TW W/PUMP, METER, AND 20 METER HOSE INTO 27/4,690 LITER USAF TANKS DELIVERY HOURS: 0900-1400 DRIVER REPORT TO BLDG 192 SPECIAL MESSAGES: ESCORT REQUIRED	400,000 LT
790-971	DIESEL, GRADE A-1 BS EN590 TANK TRUCK (TT), TW W/PUMP INTO 1/23,046 LITER USAF TANK DELIVERY HOURS: 0900-1400 AVERAGE DELIVERY: 12,000 LITERS MINIMUM DELIVERY: 12,000 LITERS DRIVER REPORT TO MAIN GATE FOR ESCORT SPECIAL MESSAGES: ESCORT REQUIRED	190,000 LT

ITEM
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PRODUCT AND METHOD OF DELIVERY

RAF MILDENHALL
UK, USAF, NEAR BURY ST EDMONDS FOR USAF BASE FUELS SUPPLY
SUFFOLK//GENERAL ZONE//
DELIVERY DODAAC: FP5518
BILLING DODAAC : FP5518
ORDERING OFFICE : 01638 542074

794-95 UNLEADED GASOLINE 1,614,000 LT
EN 228, PREMIUM

TANK TRUCK (TT),
INTO 9/56,000, 1/23,000 AND 1/34,000 LITER USAF TANKS
DELIVERY HOURS: 0800-1630
MULTIPLE DROP
AVERAGE DELIVERY: 29,000 LITERS
MINIMUM DELIVERY: 16,000 LITERS
DRIVER REPORT TO RAF MILDENHALL BLDG 725

794-97 DIESEL, GRADE A-1 17,200,000 LT
BS EN590
(ULTRA LOW SULFUR DIESEL)

TANK TRUCK (TT), TW W/PUMP, METER, AND 16 METER HOSE W/2" NOZZLE INTO
1/23,000 LITER TANK
58/757 TO 52,996 LITER TANKS (HEATING BLDG), AND 75/114 TO 946
LITER TANKS (GENERATOR)
15/56,000 LITER TANKS (BULK STORAGE)
2/17,000 LITER TANKS (MILITARY SERVICE STATION)
6/45,245 LITER TANKS (BOILER PLANT)
DELIVERY HOURS: 0800-1430 MONDAY TO FRIDAY
MULTIPLE DROP
DRIVER REPORT TO BLDG 725 BEFORE AND AFTER DELIVERIES
SPECIAL MESSAGES: AUTOMATIC FILL ;
ESCORT REQUIRED

794-99 KEROSENE, CLASS C-2 1,031,000 LT
BS 2869

TANK TRUCK (TT), TT/TW W/PUMP, METER, AND 16 METER HOSE W/2"
NOZZLE INTO
41/757 LITER USAF TANKS
100/1,300 LITER TANKS (BECK ROW HOUSING AREA LOCATED DIRECTLY
BEHIND THE CURRENT OFFICER HOUSING AREA AT RAF MILDENHALL)
DELIVERY HOURS: 0800-1430 MONDAY TO FRIDAY
MULTIPLE DROP
DRIVER REPORT TO BLDG 725 BEFORE AND AFTER DELIVERIES
SPECIAL MESSAGES: AUTOMATIC FILL ;
ESCORT REQUIRED

810

RAF SHEPHERDS GROVE
UK, USAF, NEAR BURY ST EDMUNDS FOR USAF BASE FUELS SUPPLY
SUFFOLK//GENERAL ZONE//
DELIVERY DODAAC: FP5587
BILLING DODAAC : FP5587
ORDERING OFFICE : (COMM) (0638) 812680
ALT ORDERING OFFICE: (COMM) (01638) 523119 (DIESEL)
POC: SSGT HICKS
DSN: 226-3119

810-97 DIESEL, GRADE A-1 190,000 LT

TANK TRUCK (TT), TW W/PUMP AND METER AND 30 METER HOSE INTO
32/2,500 LITER TANKS (USAF STORAGE)
AVERAGE DELIVERY: 17,000 LITERS
MINIMUM DELIVERY: 5,000 LITERS
DELIVERY HOURS: 0800 - 1530, MON - FRI
CONTACT BASE FUELS INFORMATION CENTER AT (1638) 523119 24
HOURS PRIOR TO DELIVERIES. DRIVER WILL REPORT TO BUILDING
1333 BEFORE AND AFTER DELIVERIES. ESCORT REQUIRED. ESCORT
ILL MEET DELIVERY DRIVER AT HOUSING AREA PRIOR TO UNLOADING.
SPECIAL MESSAGES: MULTIPLE DROP
AUTOMATIC FILL
ESCORT REQUIRED

3 Year
 Ordering Period
 quantity ui
 321,000 LT

ITEM	PRODUCT AND METHOD OF DELIVERY		
810-99	KEROSENE, CLASS C-2 BS 2869 TANK TRUCK (TT), TW W/PUMP, METER, AND 23 METER HOSE INTO 9/13,638 LITER TANKS (USAF STORAGE) DELIVERY HOURS: 0800-1630, MONDAY TO THURSDAY 0800-1530, FRIDAY CONTACT BASE FUELS STORAGE VIA FUELS CONTROL CENTER AT 1638-52-3119 24 HOURS PRIOR TO DELIVERIES. REPORT TO BLDG 33 BEFORE AND AFTER DELIVERY. ESCORT REQUIRED TO MEET AT VIL ENGINEERS FACILITY. SPECIAL MESSAGES: AUTOMATIC FILL ESCORT REQUIRED		
830	RAF FELTWELL UK, AAFES NORFOLK//GENERAL ZONE// DELIVERY DODAAC: HXGBAA BILLING DODAAC : HXGBAA-3 ORDERING OFFICE : (COMM. TEL) 0842828107 ALT ORDERING OFFICE: 01842828484 (Diesel Fuel) POC: FRED TYLER DSN: 238-2774		
830-95	UNLEADED GASOLINE EN 228, PREMIUM TANK TRUCK (TT), INTO 1/22,997 LITER BELOW GROUND TANK AAFES STORAGE DELIVERY HOURS: 0800-1130 MONDAY TO FRIDAY 1330-1530 MONDAY TO FRIDAY AVERAGE DELIVERY: 17,000 LITERS MINIMUM DELIVERY: 5,000 LITERS	4,752,000	LT
831	RAF FELTWELL UK, DS NORFOLK//GENERAL ZONE// DELIVERY FEDAAC: HX8BAW BILLING FEDAAC : HX8BAW ORDERING OFFICE : 01842828484 POC: MR.BROWNFIELD		
831-97	DIESEL, GRADE A-1 BS EN590 (ULTRA LOW SULFUR DIESEL) TANK TRUCK (TT), INTO 1/23,600 LITER TANK DELIVERY HOURS: 0730-1400 MONDAY TO FRIDAY AVERAGE DELIVERY: 15,000 LITERS MINIMUM DELIVERY: 10,000 LITERS	525,000	LT
834	RAF FAIRFORD UK, AAFES, NEAR FAIRFORD GLOUCESTERSHIRE//OUTER ZONE// DELIVERY DODAAC: HXGBMK BILLING DODAAC : HXGBAA-3 ORDERING OFFICE : (COMM. TEL) 0285713002 POC: FRED TYLER DSN: 238-2774		
834-93	LRP GASOLINE (LEAD REPLACEMENT GASOLINE) TANK TRUCK (TT), TW INTO 1/56,000 LITER TANK (AAFES EXCHANGE STORAGE) DELIVERY HOURS: 0800-1600 AVERAGE DELIVERY: 25,000 LITERS MINIMUM DELIVERY: 10,000 LITERS	648,000	LT

ITEM	PRODUCT AND METHOD OF DELIVERY	quantity	ui
834-931	LRP GASOLINE (LEAD REPLACEMENT GASOLINE) TANK TRUCK (TT), TW INTO 1/56,000 LITER TANK (AAFES EXCHANGE STORAGE) DELIVERY HOURS: 0800-1600 AVERAGE DELIVERY: 25,000 LITERS MINIMUM DELIVERY: 10,000 LITERS	615,000	LT
834-95	UNLEADED GASOLINE EN 228, PREMIUM TANK TRUCK (TT), TW INTO 1/55,000 LITER TANK (AAFES EXCHANGE STORAGE) DELIVERY HOURS: 0730-1730 AVERAGE DELIVERY: 25,000 LITERS MINIMUM DELIVERY: 10,000 LITERS	3,456,000	LT
838	RAF LAKENHEATH UK, AAFES, NEAR BRANDON SUFFOLK//GENERAL ZONE// DELIVERY DODAAC: HXGBBK BILLING DODAAC : HXGBAA-3 ORDERING OFFICE : (COMM. TEL) 0638812680 POC: FRED TYLER DSN 238-2774		
838-93	LRP GASOLINE (LEAD REPLACEMENT GASOLINE) TANK TRUCK (TT), TW INTO 1/22,800 LITER TANK (AAFES EXCHANGE STORAGE) DELIVERY HOURS: 0800-1200 WEEKENDS 0800-1600 MONDAY TO FRIDAY AVERAGE DELIVERY: 10,000 LITERS MINIMUM DELIVERY: 6,000 LITERS	8,676,828	LT
838-931	LRP GASOLINE (LEAD REPLACEMENT GASOLINE) TANK TRUCK (TT), TW INTO 1/22,800 LITER TANK (AAFES EXCHANGE STORAGE) DELIVERY HOURS: 0800-1200 WEEKENDS 0800-1600 MONDAY TO FRIDAY AVERAGE DELIVERY: 10,000 LITERS MINIMUM DELIVERY: 5,000 LITERS	4,170,000	LT
838-95	UNLEADED GASOLINE EN 228, PREMIUM TANK TRUCK (TT), TW INTO 3/22,800 LITER TANKS (AAFES EXCHANGE STORAGE) DELIVERY HOURS: 0800-1200 WEEKENDS 0800-1600 MONDAY TO FRIDAY AVERAGE DELIVERY: 24,000 LITERS MINIMUM DELIVERY: 10,000 LITERS	33,005,484	LT
838-97	DIESEL, GRADE A-1 BS EN590 (ULTRA LOW SULFUR DIESEL) TANK TRUCK (TT), TW INTO 1/22,730 LITER TANK (AAFES EXCHANGE STORAGE) DELIVERY HOURS: 1800-1200 WEEKENDS 0800-1600 MONDAY TO FRIDAY AVERAGE DELIVERY: 18,000 LITERS MINIMUM DELIVERY: 10,000 LITERS	373,012	LT

<u>ITEM</u>	<u>PRODUCT AND METHOD OF DELIVERY</u>	<u>3 Year</u> <u>Ordering Period</u> <u>quantity</u> <u>ui</u>
850	RAF ALCONBURY UK, AAFES, NEAR HUNTINGDON HUNTS//OUTER ZONE// DELIVERY DODAAC: HXGBEK BILLING DODAAC : HXGBAA-3 ORDERING OFFICE : (COMM. TEL) 048054012 POC: FRED TYLER DSN: 238-2774	
850-931	LRP GASOLINE (LEAD REPLACEMENT GASOLINE) TANK TRUCK (TT), TW INTO 1/25,000 LITER TANK (AAFES EXCHANGE STORAGE) DELIVERY HOURS: 0800-1800 MONDAY TO FRIDAY 0900-1500 SATURDAY AVERAGE DELIVERY: 15,000 LITERS MINIMUM DELIVERY: 10,000 LITERS	783,000 LT
850-95	UNLEADED GASOLINE EN 228, PREMIUM TANK TRUCK (TT), TW INTO 3/25,000 LITER TANKS (AAFES EXCHANGE STORAGE) DELIVERY HOURS: 0800-1800 MONDAY TO FRIDAY 0900-1500 SATURDAY AVERAGE DELIVERY: 34,000 LITERS MINIMUM DELIVERY: 20,000 LITERS	7,901,310 LT
850-97	DIESEL, GRADE A-1 BS EN590 (ULTRA LOW SULFUR DIESEL) TANK TRUCK (TT), TW INTO 1/13,400 LITER TANK (AAFES EXCHANGE STORAGE) DELIVERY HOURS: 0800-1800 MONDAY TO FRIDAY 0900-1500 SATURDAY AVERAGE DELIVERY: 13,000 LITERS MINIMUM DELIVERY: 5,000 LITERS	177,228 LT
854	RAF CROUGHTON UK, AAFES, NORTHANTS NORTHANTS//GENERAL ZONE// DELIVERY DODAAC: HXGBCL BILLING DODAAC : HXGBAA-3 ORDERING OFFICE : (COMM. TEL) 0869824685 POC: FRED TYLER DSN: 238-2774	
854-931	LRP GASOLINE (LEAD REPLACEMENT GASOLINE) TANK TRUCK (TT), TW INTO 1/10,000 LITER TANK (AAFES EXCHANGE STORAGE) DELIVERY HOURS: 0800-1700 AVERAGE DELIVERY: 5,000 LITERS MINIMUM DELIVERY: 5,000 LITERS	348,000 LT

ITEM	PRODUCT AND METHOD OF DELIVERY	3 Year Ordering Period quantity	ui
854-95	UNLEADED GASOLINE EN 228, PREMIUM TANK TRUCK (TT), TW INTO 1/20,000 LITER TANK (AAFES EXCHANGE STORAGE) 1/10,000 LITER TANK(S) (AAFES EXCHANGE STORAGE) DELIVERY HOURS: 0800-1700 AVERAGE DELIVERY: 15,000 LITERS MINIMUM DELIVERY: 5,000 LITERS	2,880,000	LT
854-97	DIESEL, GRADE A-1 BS EN590 (ULTRA LOW SULFUR DIESEL) TANK TRUCK (TT), TW INTO 1/2,500 LITER TANK (AAFES EXCHANGE STORAGE) DELIVERY HOURS: 0800-1700 AVERAGE DELIVERY: 2,000 LITERS MINIMUM DELIVERY: 1,000 LITERS	100,000	LT
858	HIGH WYCOMBE UK, USAF, DAW'S HILL NAVY EXCHANGE BUCKINGHAMSHIRE//OUTER ZONE// DELIVERY DODAAC: N62585 BILLING DODAAC : N43459 ORDERING OFFICE : (COMM TEL) 01895 616 744 POC: JANE BELL		
858-95	UNLEADED GASOLINE EN 228, PREMIUM TANK TRUCK (TT), TW INTO 1/23,000 LITER TANK (USN EXCHANGE STORAGE) DELIVERY HOURS: 1100-1700 MONDAY THRU SATURDAY AVERAGE DELIVERY: 15,000 LITERS MINIMUM DELIVERY: 6,000 LITERS	1,500,000	LT
858-97	DIESEL, GRADE A-1 BS EN590 (ULTRA LOW SULFUR DIESEL) TANK TRUCK (TT), TW INTO 1/2,272 LITER TANK (USN EXCHANGE STORAGE) DELIVERY HOURS: 1000-1800 1100-1700 MONDAY THRU SATURDAY AVERAGE DELIVERY: 2,000 LITERS MINIMUM DELIVERY: 2,000 LITERS	60,000	LT
862	RAF MILDENHALL UK, AAFES, NEAR BURY SUFFOLK//GENERAL ZONE// DELIVERY DODAAC: HXGBKK BILLING DODAAC : HXGBAA-3 ORDERING OFFICE : (COMM TEL) 0638542774 POC: FRED TYLER DSN 238-2774		
862-93	LRP GASOLINE (LEAD REPLACEMENT GASOLINE) TANK TRUCK (TT), TW INTO 1/22,600 LITER TANK (AAFES EXCHANGE STORAGE) DELIVERY HOURS: 0800-1200 WEEKENDS 0800-1800 MONDAY TO FRIDAY AVERAGE DELIVERY: 20,000 LITERS MINIMUM DELIVERY: 18,000 LITERS	11,880,000	LT

ITEM	PRODUCT AND METHOD OF DELIVERY	quantity	ui
862-931	LRP GASOLINE (LEAD REPLACEMENT GASOLINE) TANK TRUCK (TT), TW INTO 1/51,800 LITER TANK (AAFES EXCHANGE STORAGE) DELIVERY HOURS: 0800-1200 WEEKENDS 0800-1800 MONDAY TO FRIDAY AVERAGE DELIVERY: 8,000 LITERS MINIMUM DELIVERY: 5,000 LITERS	7,830,000	LT
862-95	UNLEADED GASOLINE EN 228, PREMIUM TANK TRUCK (TT), TW INTO 3/51,800 LITER TANKS (AAFES EXCHANGE STORAGE) DELIVERY HOURS: 0800-1200 WEEKENDS 0800-1800 MONDAY TO FRIDAY AVERAGE DELIVERY: 25,000 LITERS MINIMUM DELIVERY: 20,000 LITERS	40,068,000	LT
866	RAF U.S. ARMY MENWITH HILL STATION UK, AAFES, NEAR HARROGATE YORKS//OUTER ZONE// DELIVERY DODAAC: HXGBGK BILLING DODAAC : HXGBAA-3 ORDERING OFFICE : (COMM. TEL) 1423770984 POC FRED TYLER DSN 238-2774		
866-93	LRP GASOLINE (LEAD REPLACEMENT GASOLINE) TANK TRUCK (TT), TW INTO 1/22,000 LITER TANK (AAFES EXCHANGE STORAGE) DELIVERY HOURS: 0900-1600 AND WEEKENDS AVERAGE DELIVERY: 17,000 LITERS MINIMUM DELIVERY: 10,000 LITERS	3,900,000	LT
866-931	LRP GASOLINE (LEAD REPLACEMENT GASOLINE) TANK TRUCK (TT), TW INTO 1/22,700 LITER TANK (AAFES EXCHANGE STORAGE) DELIVERY HOURS: 0900-1600 AND WEEKENDS AVERAGE DELIVERY: 17,000 LITERS MINIMUM DELIVERY: 10,000 LITERS	4,053,735	LT
866-95	UNLEADED GASOLINE EN 228, PREMIUM TANK TRUCK (TT), TW INTO 1/47,800 LITER TANK (AAFES EXCHANGE STORAGE) DELIVERY HOURS: 0900-1600 AVERAGE DELIVERY: 30,000 LITERS MINIMUM DELIVERY: 10,000 LITERS	15,912,000	LT

REQUIRED REGULATORY COMMERCIAL ITEM PROVISIONS AND CLAUSES**PREAWARD****K1.01-10 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (ALTS I/III)****(FEB 2000/OCT 1998/JAN 1999)**(a) **DEFINITIONS.** As used in this provision--

(1) **Emerging small business** means a small business concern whose size is no greater than 50 percent of the numerical size standard for the standard industrial classification code designated.

(2) **Small business concern** means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

(3) **Women-owned small business concern** means a small business concern--

(i) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(ii) Whose management and daily business operations are controlled by one or more women.

(4) **Women-owned business concern** means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) **TAXPAYER IDENTIFICATION NUMBER (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701).** (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) **TAXPAYER IDENTIFICATION NUMBER (TIN).**

☐ TIN: _____

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of a Federal, state, or local government;

☐ Other. State basis. _____

(4) **TYPE OF ORGANIZATION.**

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other: _____.

(5) **COMMON PARENT.**

☐ Offeror is not owned or controlled by a common parent.

☐ Name and TIN of common parent:

Name _____

TIN _____

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

(1) **SMALL BUSINESS CONCERN.** The offeror represents as part of its offer that it--

- ☐ is
☐ is not

a small business concern.

(2) **SMALL DISADVANTAGED BUSINESS CONCERN. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.)** The offeror represents, for general statistical purposes, that it--

- ☐ is
☐ is not

a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) **WOMEN-OWNED SMALL BUSINESS CONCERN. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.)** The offeror represents that it--

- ☐ is
☐ is not

a women-owned small business concern.

NOTE: Complete paragraphs (c)(4) and (c)(5) only if this solicitation is expected to exceed the simplified acquisition threshold.

(4) **WOMEN-OWNED BUSINESS CONCERN (OTHER THAN SMALL BUSINESS CONCERN). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.)** The offeror represents that it -

- ☐ is

a woman owned business concern.

(5) **TIE BID PRIORITY FOR LABOR SURPLUS AREA CONCERNS.** If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price.

(6) **SMALL BUSINESS SIZE FOR THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM AND FOR THE TARGETED INDUSTRY CATEGORIES UNDER THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM.** (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) **(Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs)).** The offeror represents as part of its offer that it--

- ☐ is
☐ is not

an emerging small business.

(ii) **(Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs)).** The offeror represents as follows:

(A) The offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) The offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following:)

<u>NUMBER of EMPLOYEES</u>	<u>AVERAGE ANNUAL GROSS REVENUES</u>
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51 - 100	<input type="checkbox"/> \$1,000,001 - \$2 million
<input type="checkbox"/> 101 - 250	<input type="checkbox"/> \$2,000,001 - \$3.5 million
<input type="checkbox"/> 251 - 500	<input type="checkbox"/> \$3,500,001 - \$5 million
<input type="checkbox"/> 501 - 750	<input type="checkbox"/> \$5,000,001 - \$10 million
<input type="checkbox"/> 751 - 1,000	<input type="checkbox"/> \$10,000,001 - \$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

(7) **(Complete only if the solicitation contains the clause at FAR 52.219-23, NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS, or FAR 52.219-25, SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM - DISADVANTAGED STATUS AND REPORTING, and the offeror desires a benefit based on its disadvantaged status.)**

(i) **GENERAL.** The offeror represents that either--

(A) It--

- ☐ is
☐ is not

certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It--

- ☐ has
☐ has not

submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) **JOINT VENTURE UNDER THE PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS.** The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(7)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.

(8) **(Complete if the offeror represented itself as disadvantaged in paragraph (c)(2) of this provision.)** The offeror shall check the category in which its ownership falls:

- ☐ Black American
☐ Hispanic American
☐ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

- ☐ Asian Pacific American (persons with origin from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).
- ☐ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
- ☐ Individual/concern, other than one of the preceding.

(9) **HUBZONE SMALL BUSINESS CONCERN. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.)** The offeror represents as part of its offer that--

(i) It--

- ☐ is
☐ is not

a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns Maintained by the Small Business Administration, and no material change in ownership and control, principal place of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It--

- ☐ is
☐ is not

a joint venture that complied with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(9)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating on the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:

_____.)

_____	_____
_____	_____
_____	_____
_____	_____

Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) **CERTIFICATIONS AND REPRESENTATIONS REQUIRED TO IMPLEMENT PROVISIONS OF EXECUTIVE ORDER 11246.**

(1) **PREVIOUS CONTRACTS AND COMPLIANCE.** The offeror represents that--

(i) It--

- ☐ has
☐ has not

participated in a previous contract or subcontract subject to the EQUAL OPPORTUNITY clause of this solicitation; and

(ii) It--

- ☐ has

☐ has not

filed all required compliance reports.

(2) **AFFIRMATIVE ACTION COMPLIANCE.** The offeror represents that--

(i) It--

☐ has developed and has on file

☐ has not developed and does not have on file

at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It--

☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) **CERTIFICATION REGARDING PAYMENTS TO INFLUENCE FEDERAL TRANSACTIONS (31 U.S.C. 1352).**

(Applies only if the contract is expected to exceed \$100,000). By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) **BUY AMERICAN ACT - TRADE AGREEMENTS - BALANCE OF PAYMENTS PROGRAM CERTIFICATE (DFARS 252.225-7006).** **(Applies only if DFARS clause 252.225-7007, TRADE AGREEMENTS ACT, is incorporated by reference in this solicitation.)**

(1) The offeror certifies that--

(i) Each end product, except the end products listed in subparagraph (2) below, is a domestic end product (as defined in the BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM clause of this solicitation); and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror must identify and certify all end products that are not domestic end products.

(i) The offeror certifies that the following supplies qualify as "U.S.-made end products" but do not meet the definition of "domestic end product":

(Insert line item no.)

(ii) The offeror certifies that the following supplies are qualifying country end products:

(Insert line item no.)

(Insert country of origin)

(iii) The offeror certifies that the following supplies are qualify as designated country end products:

(Insert line item no.)

(Insert country of origin)

(iv) The offeror certifies that the following supplies qualify as Caribbean Basin country end products:

(Insert line item no.)

(Insert country of origin)

(v) The offeror certifies that the following supplies qualify as NAFTA country end products:

(Insert line item no.)

(Insert country of origin)

(vi) The offeror certifies that the following supplies are other nondesignated country end products:

(Insert line item no.)

(Insert country of origin)

(LIST AS NECESSARY)

(3) Offers will be evaluated by giving preference to U.S.-made end products, qualifying country end products, designated country end products, NAFTA country end products, and Caribbean Basin country end products over other end products.

(g) **BUY AMERICAN ACT - NORTH AMERICAN FREE TRADE AGREEMENT (NAFTA) IMPLEMENTATION ACT - BALANCE OF PAYMENTS PROGRAM CERTIFICATE (DFARS 252.225-7035). (Applies only if DFARS clause 252.225-7036, NORTH AMERICAN FREE TRADE AGREEMENT (NAFTA) IMPLEMENTATION ACT, clause is incorporated by reference in this solicitation.)**

(1) The offeror certifies that--

(i) Each end product, except the end products listed in subparagraph (2) below, is a domestic end product (as defined in the BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM clause of this solicitation); and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror must identify and certify all end products that are not domestic end products.

(i) The offeror certifies that the following supplies qualify as "U.S.-made end products," but do not meet the definition of "domestic end products":

(Insert line item number)

(ii) The offeror certifies that the following supplies are qualifying country (except Canada) end products:

(Insert line item number)

(Insert country of origin)

(iii) The offeror certifies that the following supplies qualify as NAFTA country end products:

(Insert line item number)

(Insert country of origin)

(iv) The offeror certifies that the following supplies are other foreign end products:

(Insert line item number)

(Insert country of origin)

(LIST AS NECESSARY)

(3) Offers will be evaluated by giving preference to U.S.-made end products, qualifying country end products, or NAFTA country end products over other end products.

(h) **CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY FOR AWARD (EXECUTIVE ORDER 12549).**

The offeror certifies, to the best of its knowledge and belief, that--

(1) The offeror and/or any of its principals

[] are

[] are not

presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency,

and

(2) [] Have or

[] Have not,

within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract ; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

[] are or

[] are not

presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.
(FAR 52.212-3/Alts I/III)

K1.05 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (NOV 1995)

(a) **DEFINITIONS.** As used in this clause--

(1) **Foreign person** means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec 2415).

(2) **United States person** is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern that is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) **CERTIFICATION.** By submitting this offer, the offeror, if a foreign person, company, or entity, certifies that it--

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec 2407(a) prohibits a United States person from taking.

(DFARS 252.212-7000)

L2.05-5 INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS (PC&S) (DESC MAR 2000)

(a) **AMENDMENTS TO SOLICITATIONS.** If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(b) **MASTER SOLICITATION.**

(1) This solicitation is [X], is not [] a master solicitation for the United Kingdom (1.8j) Purchase Program. If this is a master solicitation, it will contain the terms and conditions for this solicitation and for future supplemental solicitations in the program year. Each supplemental solicitation will incorporate by reference the same terms and conditions as this master solicitation, except as specifically stated in that supplemental solicitation. The identical terms and conditions will not be repeated. (Therefore, if this is a master solicitation, it should be retained for the duration of the program.) However, each supplemental solicitation will be considered a separate and individual solicitation.

(2) The initial opening/closing date for the solicitation is 29 January 2001. Subsequent openings/closings for future requirements will be on an as-required basis starting with the first supplemental solicitation and thereafter until the end of the program ordering period as stated in the solicitation.

(c) **SUBMISSION, MODIFICATION, REVISION, AND WITHDRAWAL OF OFFERS.**

(1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, signed and dated offers and modifications thereto shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror at or before the exact time specified in this solicitation. Offerors using commercial carriers should ensure that the offer is marked on the outermost wrapper with the information in subdivisions (i) and (ii) above. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation.

(2) The first page of the offer must show--

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) Include name, title, and signature of person authorized to sign the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(iv) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;

(v) Terms of any express warranty;

(vi) Price and any discount terms; and

(vii) A completed copy of the representations and certifications in the Offeror Submission Package.

(3) **IFB's ONLY.**

(i) Facsimile bids are authorized for this solicitation.

(ii) **EVALUATION - Net Payment Terms.** Offers under an IFB that include net payment terms less than 30 days will be determined non-responsive.

(iii) Prices shall be offered on an economic price adjustment basis only. Firm prices will be non-responsive and will be rejected.

(iv) The prices set forth on the Price Data Sheet in the block marked "Bid Price" will be a per gallon price. These prices shall not exceed six digits to the right of the decimal (e.g., \$1.030454).

(4) **RFP's ONLY.**

(i) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or that reject the terms and conditions of the solicitation may be excluded from consideration.

(ii) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(d) **STANDARD INDUSTRIAL CLASSIFICATION (SIC) CODE AND SMALL BUSINESS SIZE STANDARD.** The SIC code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern that submits an offer in its own name, but which proposes to furnish an item that it did not itself manufacture, is 500 employees.(e) **PERIOD FOR ACCEPTANCE OF OFFERS.** The offeror agrees to hold the prices in its offer firm for **120** calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.(f) **PRODUCT SAMPLES.** When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during pre-award testing.(g) **MULTIPLE OFFERS.** Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.(h) **LATE SUBMISSIONS, MODIFICATIONS, REVISIONS, AND WITHDRAWALS OF OFFERS.**

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2) (i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "**late**" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(i) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(j) Proposals submitted in response to this solicitation shall be in English and in U.S. dollars unless otherwise permitted by the solicitation.

(k) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(l) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(m) **CONTRACT AWARD.**(1) **RFP's ONLY (not applicable to IFB's).**

(i) While the Government intends to evaluate offers and award a contract without discussions, it reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary.

(ii) The Government intends to evaluate proposals and award a contract after conducting discussions with offerors whose proposals have been determined to be within the competitive range. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. Therefore, the offerors initial proposal should contain the offerors best terms from a price and technical standpoint.

(iii) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(2) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose offer(s) conforming to the solicitation will be most advantageous to the Government, cost or price and other factors (including sub-factors) specified elsewhere in this solicitation, considered.

(3) The Government may reject any or all offers if such action is in the Government's interest.

(4) The Government may waive informalities and minor irregularities in offers received.

(5) The Government may accept any item or group of items of a proposal, unless the offeror qualifies the proposal by specific limitations. Unless otherwise provided in the Schedule, proposals may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(6) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time specified in the offer shall result in a binding contract without further action by either party.

(7) The Government may disclose the following information in post-award debriefings to other offerors:

(i) The overall evaluated cost or price and technical rating of the successful offeror;

(ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;

(iii) A summary of the rationale for award; and

(iv) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(n) AVAILABILITY OF REQUIREMENTS DOCUMENTS CITED IN THE SOLICITATION.

(1) (i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--

GSA, FEDERAL SUPPLY SERVICE SPECIFICATIONS SECTION
470 EAST L'ENFANT PLAZA, SW, SUITE 8100
WASHINGTON, DC 20407
TELEPHONE: (202) 619-8925
FAX: (202) 619-8978

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the address in (i) above. Additional copies will be issued for a fee.

(2) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained either through the Defense Standardization Program Internet website at <http://www.dsp.dla.mil> or from the--

DEPARTMENT OF DEFENSE SINGLE STOCK POINT (DODSSP)
BUILDING 4, SECTION D
700 ROBBINS AVENUE
PHILADELPHIA, PA 19111-5094
TELEPHONE: (215) 697-2179
FAX: (215) 697-1462

(i) Automatic distribution may be obtained on a subscription basis.

(ii) Order forms, pricing information, and customer support information may be obtained--

(A) By telephone at (215) 697-2179; or

(B) Through the DoDSSP Internet site at <http://assist.daps.mil>.

(3) Non-government (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(o) **DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER.** (Applies to offers exceeding \$25,000.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offerors name and address. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet to obtain one at no charge. An offeror within the United States may call **1-800-333-0505**. The offeror may obtain more information regarding the DUNS number, including locations of

local Dun and Bradstreet Information Services offices for offerors located outside the United States, from the Internet home page at <http://www.customerservice@dnb.com>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

(FAR 52.212-1, **tailored**/DESC 52.212-9F20)

II.03-3 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (PC&S) (DESC JUL 2000)

(a) INSPECTION/ACCEPTANCE.

(1) The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights (i) within a reasonable time after the defect was discovered or should have been discovered; and (ii) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(2) Also see the REQUESTS FOR WAIVERS AND DEVIATIONS clause in the Addendum.

(b) **ASSIGNMENT.** The Contractor or its assignee's right to be paid amounts due as a result of performance of this contract, may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727).

(i) **CHANGES.** Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(ii) **DISPUTES.** This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, DISPUTES, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(c) **DEFINITIONS.** The clause at FAR 52.202-1, DEFINITIONS, is incorporated herein by reference.

(d) **EXCUSABLE DELAYS.** The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(e) **INVOICE.** The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

- (1) Name and address of the Contractor;
- (2) Invoice date;
- (3) Contract number, contract line item number, and, if applicable, the order number;
- (4) Description, quantity, unit of measure, unit price, and extended price of the item delivered;
- (5) Shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (6) Terms of any prompt payment discount offered;
- (7) Name and address of official to whom payment is to be sent; and
- (8) Name, title, and phone number of person to be notified in event of defective invoice.

Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. Contractors are encouraged to assign an identification number to each invoice.

(f) **PATENT INDEMNITY.** The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(g) **PAYMENT.** Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. Prompt payment discount will be applied to the total amount of each invoice. If the Government makes payment by Electronic Funds Transfer (EFT), see 52.212-5(b) for the appropriate EFT clause. In the event electronic funds transfers cannot be processed, the Government retains the option to make payment under this contract by check. In connection with any discount offered for early payment, time shall be computed from the date the invoice was received. For the purposes of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or the date on which an EFT was made.

(h) **RISK OF LOSS.** Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon--

- (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
- (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(i) **TAXES.** See I28.21 Addendum 2.

(l) **TERMINATION FOR THE GOVERNMENT'S CONVENIENCE.** The Government reserves the right to terminate this contract, or any part thereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms and conditions of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purposes. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) **TERMINATION FOR CAUSE.** The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) **TITLE.** Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) **WARRANTY.** The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) **LIMITATION OF LIABILITY.** Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) **OTHER COMPLIANCES.** The Contractor shall comply with all applicable Federal, State, and local laws, executive orders, rules, and regulations applicable to its performance under this contract.

(r) **COMPLIANCE WITH LAWS UNIQUE TO GOVERNMENT CONTRACTS.** The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327 et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986, 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) **ORDER OF PRECEDENCE.** Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services;
- (2) The Assignments; Disputes, Payments; Invoices; Other Compliances; and Compliance with Laws Unique to Government Contracts paragraphs of this clause;
- (3) The clause at 52.212-5;
- (4) Addenda to this solicitation or contract, including any license agreements for computer software;
- (5) Solicitation provisions if this is a solicitation;
- (6) Other paragraphs of this clause;
- (7) Standard Form 1449;
- (8) Other documents, exhibits, and attachments; and
- (9) The specification.

(FAR 52.212-4, **tailored**/DESC 52.212-9F50)

11.04 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS (JUL 2000)

(a) The Contractor shall comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:

- (1) 52.222-3, Convict Labor (E.O. 11755);
- (2) 52.233-3, Protest After Award (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b), which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

[Contracting Officer shall check as appropriate.]

☒ 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).

☐ 52.219-3, Notice of Total HUB Zone Set-Aside (Jan 1999).

☐ 52.219-4, Notice of Price Evaluation Preference for HUB Zone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer).

☐ 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994). ☐ Alt I. ☐ Alt II.

☐ 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637(d)(2) and (3)).

☐ 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637 (d)(4)).

☐ 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).

☐ 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer). ☐ Alt I.

☐ 52.219-25, Small Disadvantaged Business Participation Program - Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

☐ 52.219-26, Small Disadvantaged Business Participation Program - Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

☐ 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

☐ 52.222-26, Equal Opportunity (E.O. 11246).

☐ 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).

☐ 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).

☐ 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).

☒ 52.225-1, Buy American Act - Balance of Payments Program - Supplies (41 U.S.C. 10a - 10d).

☐ 52.225-3, Buy American Act - North American Free Trade Agreement - Israeli Trade Act - Balance of Payments Program (41 U.S.C 10a - 10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note). ☐ Alt I. ☐ Alt II.

☐ 52.225-5, Trade Agreements (19 U.S.C 2501, et seq., 19 U.S.C. 3301 note).

☐ 52.225-13, Restriction on Certain Foreign Purchases (E.O.'s 12722, 12724, 13059, 13067; 13121, and 13129).

☐ 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).

☐ 52.225-16, Sanctioned European Union Country Services (E.O. 12849).

☐ 52.232-33, Payment by Electronic Funds Transfer -- Central Contractor Registration (31 U.S.C. 3332).

☐ 52.232-34, Payment by Electronic Funds Transfer -- Other than Central Contractor Registration (31 U.S.C. 3332).

☐ 52.232-36, Payment by Third Party (31 U.S.C. 3332).

☐ 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).

☐ 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241). ☐ Alt I.

(c) The Contractor shall comply with FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

[Contracting Officer shall check as appropriate.]

☐ 52.222-41, Service Contract Act of 1965, as amended (41 U.S.C. 351, et seq.).

☐ 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351 et seq.).

☐ 52.222-43, Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351 et seq.).

☐ 52.222-44, Fair Labor Standards Act and Service Contract Act - Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351 et seq.).

☐ 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351 et seq.).

☐ 52.222-50, Non-displacement of Qualified Workers (E.O. 129333).

(d) **COMPTROLLER GENERAL EXAMINATION OF RECORD.** The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, AUDIT AND RECORDS - NEGOTIATION.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the DISPUTES clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by any addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components:

52.222-26, Equal Opportunity (E.O. 11246);

52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212); and

52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).

52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(FAR 52.212-5)

II.05 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (MAR 2000)

(a) The Contractor agrees to comply with any clause that is checked on the following list of DFARS clauses which, if checked, is included in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components.

☐ 252.205-7000 Provision of Information to Cooperative Agreement Holders (10 U.S.C. 2416)

☐ 252.206-7000 Domestic Source Restriction (10 U.S.C. 2304)

☐ 252.219-7003 Small, Small Disadvantaged, and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (15 U.S.C. 637)

☒ 252.225-7001 Buy American Act and Balance of Payments Program (41 U.S.C. 10a-10-d, E.O. 10582)

☒ 252.225-7007 Buy American Act -Trade Agreements Act - Balance of Payments Program (41 U.S.C. 10a-10d, 19 U.S.C. 2501-2518, and 19 U.S.C. 3301 note)

- ☐ 252.225-7012 Preference for Certain Domestic Commodities
- ☐ 252.225-7014 Preference for Domestic Specialty Metals (10 U.S.C. 2341 note)
- ☐ 252.225-7015 Preference for Domestic Hand or Measuring Tools (10 U.S.C. 2241 note)
- ☐ 252.225-7021 Trade Agreements (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note)
- ☐ 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (22 U.S.C. 2779)
- ☐ 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (22 U.S.C. 2755)
- ☐ 252.225-7029 Preference for United States or Canadian Air Circuit Breakers (10 U.S.C. 2534(a)93)
- ☒ 252.225-7036 Buy American Act - North American Free Trade Agreement Implementation Act - Balance of Payments Program (☐ Alt I) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note)
- ☐ 252.227-7015 Technical Data Commercial Items (10 U.S.C. 2320)
- ☐ 252.227-7037 Validation of Restrictive Markings on Technical Data (10 U.S.C. 2321)
- ☒ 252.243-7002 Requests for Equitable Adjustment (10 U.S.C. 2410)
- ☐ 252.247-7023 Transportation of Supplies by Sea (☐ Alt I), (☐ Alt II) (10 U.S.C. 2631)
- ☐ 252.247-7024 Notification of Transportation of Supplies by Sea (10 U.S.C. 2631)

(b) In addition to the clauses listed in paragraph (e) of the CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS -- COMMERCIAL ITEMS clause of this contract (Federal Acquisition Regulation 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract.

- ☐ 252.225-7014 Preference for Domestic Specialty Metals, Alternate I (10 U.S.C. 2241 note)
- ☐ 252.247-7023 Transportation of Supplies by Sea (10 U.S.C. 2631)
- ☐ 252.247-7024 Notification of Transportation of Supplies by Sea (10 U.S.C. 2631)

(DFARS 252.212-7001)

K33.01 AUTHORIZED NEGOTIATORS (DESC JAN 1998)

The first page of the offer must show names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate with the Government on the offeror's behalf in connection with this solicitation. The offeror or quoter represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this request for proposals or quotations.

(DESC 52.215-9F28)

K85 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)

(a) **DEFINITIONS.** As used in this provision--

(1) **Government of a terrorist country** includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) **Terrorist country** means a country determined by the Secretary of State, under Section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for acts of international terrorism. As of the date of this provision, terrorist countries include Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

(3) **Significant interest**, as used in this provision means--

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) **PROHIBITION ON AWARD.** In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) **DISCLOSURE.**

If the government of a terrorist country has a significant interest in the offeror or a subsidiary of the offeror, the offeror shall disclose such interest in an attachment to its offer. If the offeror is a subsidiary, it shall also disclose any significant interest each government has in any firm that owns or controls the subsidiary. The disclosure shall include--

(1) Identification of each government holding a significant interest; and

(2) A description of the significant interest held by each Government.

(DFARS 252.209-7001)

K86 FOREIGN TAXES (DESC JUN 1987)

As stated in the TAXES - FOREIGN FIXED-PRICE CONTRACTS clause, unless the contract provides otherwise, the contract price must include all applicable taxes and duties. In accordance with the TAXES - FOREIGN FIXED-PRICE CONTRACTS clause, the offeror shall list below, in paragraph (a), the specific name and amount of the foreign taxes included in the price. If, when permitted by the contract, foreign taxes are not included in the offered price but are expected to be invoiced separately, the offeror shall list the specific name and amount of these taxes in paragraph (b) below.

(a) Foreign taxes included in the contract price are as follows:

NAME OF TAX

AMOUNT

(b) Foreign taxes invoiced separately are as follows:

NAME OF TAX

AMOUNT

(DESC 52.229-9F10)

L2.11-3 FACSIMILE PROPOSALS - COMMERCIAL ITEMS (DESC NOV 1999)

- (a) **DEFINITION. Facsimile proposal**, as used in this provision, means a proposal, revision or modification of a proposal, or withdrawal of a proposal that is transmitted to and received by the Government via facsimile machine.
- (b) Offerors may submit facsimile proposals as responses to this solicitation. Facsimile proposals are subject to the same rules as paper proposals.
- (c) If any portion of a facsimile proposal received by the Contracting Officer is unreadable to the degree that conformance to the essential requirements of the solicitation cannot be ascertained from the document--
- (1) The Contracting Officer shall notify the offeror and permit the offeror to resubmit the proposal;
 - (2) The method and time for resubmission shall be prescribed by the Contracting Officer after consultation with the offeror; and
 - (3) The resubmission shall be considered as if it were received at the date and time of the original unreadable submission for the purpose of determining timeliness, provided the offeror complies with the time and format requirements for resubmission prescribed by the Contracting Officer.
- (d) The Government reserves the right to make award solely on the facsimile proposal. However, **if requested to do so by the Contracting Officer**, the offeror agrees to promptly submit the **complete**, original, signed proposal, or a hard copy thereof, to be received within 10 days of the opening date. The Government reserves the right to reject any incomplete proposal.
- (e) Facsimile receiving data and compatibility characteristics are as follows:
- (1) Telephone number of receiving facsimile equipment: (703) 767-8506.
 - (2) The Defense Energy Support Center's receiving equipment is a Panafax UF-880 facsimile machine. The receiving speed coincides with the applicable sending machine. Each FAX is required to include the following information on a cover sheet or at the top of the first page:
- TO:** (Name and office code, i.e., Mary Smith, DESC-PH)
FROM: (Originator's name, complete company name and address)
Verification number: (Originator phone number and FAX number)
Description: (Solicitation number)
Number of pages:
- (f) If the offeror chooses to transmit a facsimile proposal, the Government will not be responsible for any failure attributable to the transmission or receipt of the facsimile bid including, but not limited to, the following:
- (1) Receipt of a garbled or incomplete bid.
 - (2) Availability or condition of the receiving facsimile equipment.
 - (3) Incompatibility between the sending and receiving equipment.
 - (4) Delay in transmission or receipt of bid.
 - (5) Failure of the bidder to properly identify the bid.
 - (6) Illegibility of bid.
 - (7) Security of bid data.

(DESC 52.215-9FA6)

L5.01-1 AGENCY PROTESTS (DEC 1999) - DLAD

Companies protesting this procurement may file a protest (1) with the Contracting Officer, (2) with the General Accounting Office, or (3) pursuant to Executive Order No. 12979, with the Agency for a decision by the Activity's Chief of the Contracting Office. Protests filed with the Agency should clearly state that they are an "Agency Level Protest under Executive Order No. 12979." (**NOTE:** DLA procedures for Agency Level Protests filed under Executive Order No. 12979 for a higher level decision on the initial protest than would occur with a protest to the Contracting Officer; this process is not an appellate review of a Contracting Officer's decision on a protest previously filed with the Contracting Officer.) Absent a clear indication of the intent to file an agency level protest, protests will be presumed to be protests to the Contracting Officer.

(DLAD 52.233-9000)

L203 HAND-CARRIED OFFERS AND EXPRESS DELIVERY SERVICE (DESC JAN 1998)

- (a) Any hand-carried offer must be received at the depository indicated on the Standard Form (SF) 33 or SF 1449 of this solicitation by the date and time specified for receipt of offers. Evidence to establish the time of receipt at the Government installation is the time/date stamp of that installation on the solicitation wrapper or other documentary evidence of receipt maintained by the installation.
- (b) Offers delivered by an express delivery service will be considered "hand-carried." Therefore, bidders/offerors that respond to this solicitation using an express delivery service must ensure that the express delivery service "hand-carries" the offer to the depository indicated on the SF 33 or SF 1449.
- (c) The term **express delivery service** does not include Express Mail delivered by the United States Postal Service. Express Mail will be considered "mail" under the LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF BIDS provision or the Late Offers paragraph of the INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS or INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITIONS provision.

(DESC 52.252-9F05)

M19.02 EVALUATION OF OFFERS SUBJECT TO ECONOMIC PRICE ADJUSTMENT (RFP) (DESC APR 1984)

(a) Offers on an escalated price basis will be subject to all terms and conditions of the ECONOMIC PRICE ADJUSTMENT (EPA) clause.

(b) Increases or decreases in the reference price, to which offered prices are tied for escalation pursuant to the EPA clause, will be considered in the evaluation of offers up to the time of award, with or without notice of such changes from the offeror.

(c) Awards will be made on the basis of the unit prices offered, adjusted to reflect any changes in the latest available reference prices to the date of award. After award, all changes in offered prices shall be in accordance with the EPA clause of the contract.

(DESC 52.216-9F20)

M55 CONVERSION FACTORS (DESC APR 1998)

(a) This provision applies to all products except lubricating oils.

(b) The offeror should use conversion factors that reflect its product characteristics and submit prices and transportation rates in the requested units. In the event prices or transportation rates are not submitted in the requested units, the following conversion factors based on an assumed density for the product will be used by DESC in the evaluation of the offer.

(1) TABLE I.

One Imperial Gallon	=	1.20095 U.S. Gallons at the same temperature
One Liter	=	0.264172 U.S. Gallons at the same temperature
One Cubic Meter (1,000 liters)	=	6.2898 Barrels at the same temperature
One U.S. Barrel	=	42 U.S. Gallons at the same temperature
One Kilometer	=	0.62137 Miles
One Mile	=	1.6093 Kilometers
One Nautical Mile	=	1.15 Statute Miles

(2) TABLE II.

PRODUCT	DENSITY TYPICAL		BARRELS PER METRIC TON	GALLONS PER METRIC TON	LITERS PER METRIC TON	BARRELS PER LONG TON	GALLONS PER LONG TON
	@15°C	@60°F					
	Kg/m ³	API					
AUTOMOTIVE							
GASOLINE (ALL)	744.9	58.4	8.462	355.42	1342.46	8.598	361.12
AVIATION							
GASOLINE (ALL)	716.3	66.0	8.801	369.66	1396.06	8.943	375.59
BURNER FUEL OILS							
FUEL OIL NO. 1	812.8	42.5	7.753	325.61	1230.31	7.877	330.83
FUEL OIL NO. 2	846.9	35.5	7.440	312.49	1180.78	7.560	317.51
FUEL OIL NO. 4	914.2	23.2	6.891	289.44	1093.85	7.002	294.09
FUEL OIL							
NO. 5 LIGHT	954.2	16.7	6.602	277.27	1048.00	6.707	281.71
FUEL OIL NO.							
5 HEAVY	960.7	15.7	6.557	275.39	1040.91	6.662	279.81
FUEL OIL NO. 6	976.6	13.3	6.450	270.90	1023.96	6.554	275.25
DIESEL FUELS							
DFA	810.5	43.0	7.775	326.54	1233.81	7.900	331.79
DF1	818.9	41.2	7.695	323.17	1122.15	7.818	328.36
DF2/GAS OIL	839.3	37.0	7.507	315.30	1191.47	7.628	320.36

INTERMEDIATE FUEL OILS

IFO 60	947.2	17.8	6.651	279.33	1055.74	6.757	283.81
IFO 180	965.3	15.0	6.526	274.09	1035.95	6.630	278.48
IFO 220	967.9	14.6	6.508	273.34	1033.16	6.612	277.72
IFO 380	973.9	13.7	6.468	271.65	1026.68	6.572	276.01

JET FUELS

JP4/JET B	764.6	53.5	8.243	346.22	1307.87	8.376	351.78
JP5	819.9	41.0	7.686	322.80	1219.66	7.809	327.98
JP8/JET A1	805.9	44.0	7.820	328.42	1240.85	7.945	333.69
JET A	814.2	42.2	7.739	325.04	1228.20	7.863	330.26

KEROSINES (ALL)	815.2	42.0	7.730	324.68	1226.69	7.854	329.88
MARINE GAS OIL	839.3	37.0	7.507	315.30	1191.47	7.628	320.36
NAPHTHA	731.1	62.0	8.623	362.16	1367.80	8.761	367.97
NAVAL DISTILLATE FUEL (F76)							
AND DFW (F75)	844.3	36.0	7.463	313.43	1184.41	7.582	318.46

(3) **TABLE III.**

<u>PRODUCT</u>	<u>ASSUMED DENSITY</u> <u>20 deg C/20 deg C</u>		
	<u>g/mL</u>	<u>lb/gal</u>	<u>Kg/gal</u>
FSII DIEGME	1.025	8.561	3.884

(DESC 52.215-9FA1)

M72 EVALUATION OF OFFERS (EXCEPTIONS/DEVIATIONS) (DESC APR 1997)

(a) Offerors are expected to submit offers in full compliance with all terms and conditions of this solicitation.

(b) Any exceptions/deviations to the terms and conditions of this solicitation will result in the Government's determination that either--

(1) The exception/deviation is material enough to warrant rejection of the offer in part or in full; or

(2) The exception/deviation is acceptable.

(c) If the exception/deviation is in reference to a specification contained in this solicitation and the offeror cannot supply product fully meeting the required specification(s), the product can be offered for consideration provided the offeror clearly indicates, by attachment to the offer, the extent to which any product offered differs from the required specification(s).

(d) If the exception/deviation is in reference to a particular test, inspection, or testing method contained in this solicitation, the offer can be considered provided the offeror clearly indicates, by attachment to the offer, the extent to which its offer differs from those requirements.

(e) If the exception/deviation is determined acceptable, offered prices may be adjusted, for evaluation purposes only, by the Government's best estimate of the quantitative impact of the advantage or disadvantage to the Government that might result from making an award under those circumstances.

(DESC 52.209-9F45)

M72.03-1 EVALUATION FACTORS FOR BEST OVERALL VALUE (OVERSEAS) (DESC APR 1999)**(a) BASIS OF AWARD.**

(1) The Government will award contracts to the responsible offeror(s) whose offer conforms to the solicitation and that represent the best overall value. The Government will determine best overall value on the basis of an integrated assessment of the following evaluation factors:

- (i) Past performance; and
- (ii) Price.

Offerors are advised that the Government is more interested in obtaining quality performance than lowest price. However, the Government will not pay a price premium that it considers disproportionate to the benefits associated with the offeror's record of past performance.

(2) In determining best overall value, the Government will evaluate and rate each offeror's past performance based on preestablished standards. The offer(s) selected as best value will represent the best tradeoff to the Government between past performance and price.

(b) ACCEPTABILITY OF OFFERS. An offer will be considered acceptable if, and only if, an offeror agrees to the terms and conditions in the solicitation, or if the Government has accepted any exceptions submitted with the offer.

(c) EVALUATION OF PAST PERFORMANCE.

(1) The Government will evaluate, based on preestablished standards, the quality the offeror's past performance. This may include any aspect of past performance that is related to this solicitation. The assessment of the offeror's past performance will be used as a means of evaluating the offeror's ability to meet the solicitation requirements. A record of poor performance may be considered an indication that the offeror has failed to conform to contract requirements and/or to standards of good workmanship, adhere to contract schedules, including the administrative aspects of performance; provide reasonable and cooperative behavior and commitment to customer satisfaction; and/or display a business-like concern for the interests of the customer. Offerors shall be afforded an opportunity to address unfavorable reports of past performance, and the offeror's response, or lack thereof, will be taken into consideration. Recent contracts may be examined to ensure that corrective action measures have been put in place to prevent the recurrence of past performance problems. Prompt actions taken to correct performance problems may be considered a reflection of management concern for customer satisfaction; however, such action may not mitigate all negative performance trends. Additionally, a record of satisfactory or exceptional past performance will not result in a favorable assessment of an otherwise unacceptable proposal. Offerors lacking relevant past performance history or for which past performance information is not available will not be evaluated favorably or unfavorably on past performance.

(2) The Government reserves the right to consider any information available to it in evaluating an offeror's past performance. This includes information obtained from the offeror's references, past and present customers, subcontractors, and any other sources that may have useful information. However, the Government reserves the right not to contact all of the references listed by the offeror. The Government also reserves the right to assess the offeror's past performance based solely on the offeror's performance under an existing DESC contract or a previous DESC contract for work similar to that required by the solicitation.

(3) The subfactors listed below are equal to one another in importance and will be used to evaluate past performance:

(i) **Quality of Product and Service.** Assessment of the offeror's ability to conform to contract requirements, specifications, and standards of good workmanship.

(ii) **Schedule.** Assessment of the offeror's ability to meet delivery schedules, to respond to administrative issues in a timely manner, and to complete a contract.

(iii) **Business Relations.** Assessment of the offeror's commitment to maintaining an acceptable level of performance, customer satisfaction, and meeting small business, HUBZone small business, small disadvantaged business, and women-owned business participation goals, as applicable. This includes the offeror's history of reasonable and cooperative behavior, participation in problem identification, and corrective action measures.

(d) BEST VALUE DETERMINATION. After the past performance ratings are determined, a series of paired comparisons will be made between competing offerors for each line item. In making these paired comparisons, the Government will determine the difference in past performance and price. If, in any paired comparison, one offeror is superior in past performance and offers the lowest price, then the Government will consider that offeror to represent the better value. But, if the offeror with the superior past performance offers a higher price than the competing offeror, the Government will decide whether the superior performance merits the higher price. If so, then the Government will consider the offeror with superior past performance at a higher price to represent the best value. Otherwise, the Government will consider the competing offeror with the lower price and lower past performance rating to represent a better value. The Government will continue to make paired comparisons in this manner until it has identified the offeror that represents the best value based on past performance and price. In the event of a tie among all factors and subfactors between two or more offerors considered to represent the best value, the final award decision shall be made by a drawing by lot limited to those offerors. The drawing shall be witnessed by at least three persons, with the names and addresses of the witnesses and supervising official documented in the contract file.

(DESC 52.209-9F75)

B19.02 ECONOMIC PRICE ADJUSTMENT (OVERSEAS) (DESC AUG 2000)**(a) WARRANTIES.** The Contractor warrants that--

(1) The unit prices set forth in the Schedule do not include allowances for any portion of the contingency covered by this clause; and

(2) The prices to be invoiced hereunder shall be computed in accordance with the provisions of this contract.

(b) DEFINITIONS. As used throughout this clause, the term--

(1) **Award price** means the unit price set forth opposite the item in the Schedule.

(2) **Reference price** means the independent index or established price set forth in this clause with which the award price is to fluctuate. The reference price should be a price for the same or similar product(s) as the item being purchased.

(3) **Independent index** means an index measuring the general rate and direction of price movements for a commodity within a market which is beyond the control of the Contractor. Examples of such indices would include a wholesale price index such as that published by the Bureau of Labor Statistics.

(4) **Established price** means one that is an established catalog or market price for a commercial item as defined in FAR 2.101, Definitions.

(5) Date of delivery means--**(i) FOR TANKER OR BARGE DELIVERIES.**

(A) **F.O.B. ORIGIN.** The date and time vessel commences loading;

(B) **F.O.B. DESTINATION.** The date and time vessel commences discharging;

(ii) **FOR PIPELINE DELIVERIES.** The date and time product commences to move past the specified f.o.b. point; and

(iii) **FOR ALL OTHER TYPES OF DELIVERIES.** The date product is received.

(c) ADJUSTMENTS. The prices payable under this contract shall be the award price increased or decreased by the amount, determined according to the following formula, that the reference price shall have increased or decreased, to and including the date of delivery.

(1) The amount of increase or decrease in the award price shall be--

(Buyer - Check appropriate box and complete applicable blanks.)

☒ [X] The same number of cents, or fraction thereof, that the reference price increases or decreases per like unit of measure.

☐ [] The number of cents, or fraction thereof, determined by the ratio of \$_____ per gallon for each \$_____ per barrel that the reference price increases or decreases.

☐ [] The number of cents, or fraction thereof, at the rate of \$_____ per gallon for each \$_____ per barrel that the reference price increases or decreases.

(2) The reference price with which the award price for the listed item is to fluctuate (and which is more fully defined in the Table below) is--

☐ [] (i) The low price published in _____ .
(name of publication)

☒ [X] (ii) The average of the prices published in Platt's Monthly European Bulk Average Prices.
(name of publication)

☐ [] (iii) The established price posted by _____ .
(name of company)

and published in Platt's Oilgram .
(name of publication)

(3) **COMMERCIAL.** For price adjustments utilizing **commercial** publications such as Platt's Oilgram, etc., the reference price in effect on the date of delivery shall be that item's pre-selected reference price that is published as dated in the Table below. An increase or decrease in any reference price published in a trade price service or in a commercial journal shall apply only to deliveries made on or after the effective date of such trade price service or commercial journal.

(4) **NONCOMMERCIAL (NOTIFICATION).** For price adjustments utilizing a reference price indicator **other than commercial** publications such as Platt's Oilgram, the Contractor shall notify the **Contracting Officer** of any changes in the reference price in writing within 15 calendar days from the date thereof.

(i) **INCREASES.** Any increase in unit price as a result of an increase in reference price shall apply only to deliveries made on or after the date of receipt by the Contracting Officer of a written notification from the Contractor of such increase. However, the prices payable under this contract shall in no event exceed the Contractor's posted or established selling price in effect on the date of delivery for the product supplied in the form of delivery made at the point of delivery. Also, no notification incorporating an increase in a contract unit price shall be executed pursuant to this clause until the increase has been verified by the Contracting Officer.

(ii) **DECREASES.** If the Contractor fails to notify the Contracting Officer of any decrease in the reference price, within the allotted 15 day period, such decrease shall apply to all deliveries made on or after the effective date of such decrease. However, if any overpayment is made to the Contractor as a result of the Contractor's failure to give timely notice to the Contracting Officer of any decrease in the established

price, the Contractor shall be charged interest on such overpayment from the date of the overpayment to the date of reimbursement by the Contractor for the overpayment in accordance with the Disputes paragraph of the CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS clause of this contract.

(5) Where the reference price is an established price (see (c)(2)(iii) above), the Contractor warrants that the product selected is one for which, except for modification required by the specifications of this contract, the Contractor has an established price. Such price is the net price after applying any applicable standard trade discounts offered by the Contractor for his catalog, list, or schedule price. The Contractor further warrants that, as of the current date, any differences between the unit prices of the line items identified in the Schedule and the Contractor's established price for like quantities of the nearest commercial equivalents of such contract items are due to compliance with contract specifications and to compliance with any requirements that this contract may contain for preservation, packaging, and packing beyond standard commercial practice.

(d) **MODIFICATIONS.** Any resultant price changes shall be provided via notification through contract modifications and/or postings to the DESC web page under the heading **Doing Business with DESC**.

(e) **FAILURE TO DELIVER.** Notwithstanding any other provisions of this clause, no upward adjustment shall apply to product scheduled under the contract to be delivered before the effective date of the adjustment, unless the Contractor's failure to deliver according to the delivery schedule results from causes beyond the Contractor's control and without its fault or negligence, within the meaning of the Excusable Delays and Termination for Cause paragraphs of the CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS clause of this contract, or is the result of an allocation made in accordance with the terms of the ALLOCATION clause of this contract, in which case the contract shall be amended to make an equitable extension of the delivery schedule.

(f) **UPWARD CEILING ON ECONOMIC PRICE ADJUSTMENT.** The Contractor agrees that the total increase in any contract unit price pursuant to these economic price adjustment provisions shall not exceed **60** percent of the award price during the first program year or of the unit price in effect as of the start of any subsequent program year (if this is a long-term or multiyear program), except as provided hereafter:

(1) If at any time the Contractor has reason to believe that within the near future a price adjustment under the provisions of this clause will be required that will exceed the current contract ceiling price for any item, the Contractor shall promptly notify the Contracting Officer in writing of the expected increase. The notification shall include a revised ceiling the Contractor believes is sufficient to permit completion of remaining contract performance, along with appropriate explanation and documentation as required by the Contracting Officer.

(2) If an actual increase in the reference price would raise a contract unit price for an item above the current ceiling, the Contractor shall have no obligation under this contract to fill pending or future orders for such item, as of the effective date of the increase, unless the Contracting Officer issues a contract modification to raise the ceiling. If the contract ceiling will not be raised, the Contracting Officer shall so promptly notify the Contractor in writing.

(g) **REVISION OF REFERENCE PRICE INDICATOR.** In the event—

- (1) Any applicable reference price is discontinued or its method of derivation is altered substantially;
- (2) The reference price is an average of published or posted prices, and any one price ceases to be published or posted;
- (3) The reference price is published in a trade price service or commercial journal and such publication ceases to publish said

reference price or changes its method of quoting prices; **or**

(4) The Contracting Officer determines that the reference price consistently and substantially failed to reflect market conditions—the parties shall mutually agree upon an appropriate and comparable substitute for determining the price adjustment described hereunder. The contract shall be modified to reflect such substitute effective on the date the indicator was discontinued, altered, or began to consistently and substantially fail to reflect market conditions. If the parties fail to agree on an appropriate substitute, the matter shall be resolved in accordance with the Disputes paragraph of the CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS clause of this contract.

(h) **CONVERSION FACTORS.** If this clause requires quantity conversion for economic price adjustment purposes, the conversion factors for applicable products, as specified in the CONVERSION FACTORS clause, apply unless otherwise specified in the Schedule.

(i) **EXAMINATION OF RECORDS.** The Contractor agrees that the Contracting Officer or designated representatives shall have the right to examine the Contractor's books, records, documents, or other data the Contracting Officer deems necessary to verify Contractor adherence to the provisions of this clause.

(j) **FINAL INVOICE.** The Contractor shall include a statement on the final invoice that the amounts invoiced hereunder have applied all decreases required by this clause.

(k) **TABLE.**

I	II	III	IV	V	VI	VII
Item No. (listed	Name of company/ publication (identify by number from (c)(2)	If company - name of product; If publication - heading under which reference price is published	Location where reference price	Reference Method of delivery applicable to the reference	*Maximum price price as of Nov 2000 as published 1 Dec 2000 ppl (exclude	payable under this contract (includes any tax included in the award

<u>items)</u>	<u>(ii) above)</u>	<u>and name of product</u>	<u>is applicable</u>	<u>price</u>	<u>all taxes</u>	<u>price)</u>
(Gasoline, Low Lead)						
93	(2)	Premium (0.15)G/L	CIF NEW Basis ARA	Cargoes	15.22	See paragraph (g) above
(Gasoline, Prem., Unleaded)						
95	(2)	Premium (0.15) G/L	CIF NEW Basis ARA	Cargoes	15.22	See paragraph (g) above
(Diesel)						
97	(2)	Gasoil EN 590	CIF NEW Basis ARA	Cargoes	19.53	See paragraph (g) above
(Kerosene)						
99	(2)	Jet Kero	CIF NEW Basis ARA	Cargoes	19.84	See paragraph (g) above

*Base reference prices were calculated by rounding final figures to two decimal places. The average exchange rate for November 2000 was \$1.4256 and the following conversion factors found in Clause M55 were used:

Gasoline	1342.46 liters per metric ton
Diesel/FO #2	1191.47 liters per metric ton
Kerosene	1226.69 liters per metric ton

- (i) The reference prices are the midpoint of Platt's monthly postings Cargoes CIF NEW Basis ARA expressed US \$ per metric ton. The posting for November of 2000 are as follows:

<u>Product</u>	<u>Platt's Reference</u>	<u>Low</u>	<u>High</u>	<u>Average</u>
Gasoline, Prem. Unleaded	Premium 0.15 G/L	288.84	293.70	291.27
Gasoline, Low Lead				
Diesel Fuel	Gasoil EN 590	330.53	333.05	331.79
Kerosene (Reg.)	Jet Kerosene	346.00	347.91	346.96

- (ii) The average exchange rate is the monthly average midpoint of the close of day exchange rates published in the London Financial Times. The average exchange rate for November of 2000 was \$1.4256 to one Pound Sterling.

- (iii) The conversion factors to be used in calculating prices are as follows:

A = Gasoline (Low Lead and Premium Unleaded)	= 1342.46
B = Diesel Fuel	= 1191.47
C = Kerosene (Reg.)	= 1226.69
D = The average exchange rate as described above in paragraph (ii).	

- (iv) References prices will be adjusted monthly based on the average for the preceding month. Price changes will be effective on the first day of each month and will be rounded to two decimal places. For all products the reference prices will be calculated as follows:

$$\frac{(\text{Mid-Point of Monthly Average Postings}) \times 100}{(\text{One of the Factors A through C}) \times D} =$$

EXAMPLE: For Diesel Fuel:

$$\frac{331.79 \times 100}{1191.47 \times 1.4256} = \frac{33179}{1698.56} = 19.53 \text{ PPL}$$

EXAMPLE: For Gasoline Low Lead and Gasoline Premium Unleaded:

$$\frac{291.27 \times 100}{1342.46 \times 1.4256} = \frac{29127}{1913.81} = 15.22 \text{ PPL}$$

EXAMPLE: For Kerosene:

$$\frac{346.96 \times 100}{1226.69 \times 1.4256} = \frac{34696}{1748.77} = 19.84 \text{ PPL}$$

- (v) Subsequent to notification by the contract of a price change, DESC-PEA will issue facsimile price change modifications to all paying offices in the United Kingdom and Germany. Payment of invoices is authorized and shall be made on the basis of said facsimile modification. A formal confirmation will be prepared and disseminated as soon as possible thereafter.

(DESC 52.216-9FAA)

C1 SPECIFICATIONS (DESC JAN 1997)

Product to be supplied shall fully meet the requirements of the applicable specification(s) as indicated in the Supply Schedule, except as modified elsewhere in this contract. Unless otherwise indicated by the Contractor, prior to award and in accordance with the EVALUATION OF OFFERS clause, the product offered will be assumed to fully meet the applicable specification(s).

(DESC 52.246-9FT5)

C1.02 DODISS SPECIFICATIONS (DESC AUG 2000)

Unless otherwise specified, the issues of Federal and Military specifications, standards, and related standardization documents and those non-Government standards adopted for Department of Defense use, which are cited in this solicitation/contract, are those listed in the Department of Defense Index of Specifications and Standards (DODISS) dated July 1, 2000.

(DESC 52.246-9FT1)

E5 INSPECTION OF SUPPLIES - FIXED-PRICE (AUG 1996)

(a) **DEFINITION. Supplies**, as used in this clause, includes but is not limited to raw materials, components, intermediate assemblies, end products, and lots of supplies.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering supplies under this contract and shall tender to the Government, for acceptance, only supplies that have been inspected in accordance with the inspection system and have been found by the Contractor to be in conformity with contract requirements. As part of the system, the Contractor shall prepare records evidencing all inspections made under the system and the outcome. These records shall be kept complete and made available to the Government during contract performance and for as long afterwards as the contract requires. The Government may perform reviews and evaluations as reasonably necessary to ascertain compliance with this paragraph. These reviews and evaluations shall be conducted in a manner that will not unduly delay the contract work. The right of review, whether exercised or not, does not relieve the Contractor of the obligations under the contract.

(c) The Government has the right to inspect and test all supplies called for by the contract, to the extent practicable, at all places and times, including the period of manufacture, and in any event before acceptance. The Government shall perform inspections and tests in a manner that will not unduly delay the work. The Government assumes no contractual obligation to perform any inspection and test for the benefit of the Contractor unless specifically set forth elsewhere in this contract.

(d) If the Government performs inspection or test on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties. Except as otherwise provided in the contract, the Government shall bear the expense of Government inspections or tests made at other than the Contractor's or subcontractor's premises; PROVIDED, that in case of rejection, the Government shall not be liable for any reduction in the value of inspection or test samples.

(e) (1) When supplies are not ready at the time specified by the Contractor for inspection or test, the Contracting Officer may charge to the Contractor the additional cost of inspection or test.

(2) The Contracting Officer may also charge the Contractor for any additional cost of inspection or test when prior rejection makes re-inspection or retest necessary.

(f) The Government has the right either to reject or to require correction of nonconforming supplies. Supplies are nonconforming when they are defective in material or workmanship or are otherwise not in conformity with contract requirements. The Government may reject nonconforming supplies with or without disposition instructions.

(g) The Contractor shall remove supplies rejected or required to be corrected. However, the Contracting Officer may require or permit correction in place, promptly after notice, by and at the expense of the Contractor. The Contractor shall not tender for acceptance corrected or rejected supplies without disclosing the former rejection or requirement for correction, and, when required, shall disclose the corrective action taken.

(h) If the Contractor fails to promptly remove, replace, or correct rejected supplies that are required to be removed or to be replaced or corrected, the Government may either (1) by contract or otherwise, remove, replace, or correct the supplies and charge the cost to the Contractor or (2) terminate the contract for default. Unless the Contractor corrects or replaces the supplies within the delivery schedule, the Contracting Officer may require their delivery and make an equitable price reduction. Failure to agree to a price reduction shall be a dispute.

(i) (1) If this contract provides for the performance of Government quality assurance at source, and if requested by the Government, the Contractor shall furnish advance notification of the time (i) when Contractor inspection or tests will be performed in accordance with the terms and conditions of the contract and (ii) when the supplies will be ready for Government inspection.

(2) The Government's request shall specify the period and method of the advance notification and the Government representative to whom it shall be furnished. Requests shall not require more than 2 workdays of advance notification if the Government representative is in residence in the Contractor's plant, nor more than 7 workdays in other instances.

(j) The Government shall accept or reject supplies as promptly as practicable after delivery, unless otherwise provided in the contract. Government failure to inspect and accept or reject the supplies shall not relieve the Contractor from responsibility, nor impose liability on the Government, for nonconforming supplies.

(k) Inspections and tests by the Government do not relieve the Contractor of responsibility for defects or other failures to meet contract requirements discovered before acceptance. Acceptance shall be conclusive, except for latent defects, fraud, gross mistakes amounting to fraud, or as otherwise provided in the contract.

(l) If acceptance is not conclusive for any of the reasons in paragraph (k) hereof, the Government, in addition to any other rights and remedies provided by law, or under other provisions of this contract, shall have the right to require the Contractor (1) at no increase in contract price, to correct or replace the defective or nonconforming supplies at the original point of delivery or at the Contractor's plant at the Contracting Officer's election, and in accordance with a reasonable delivery schedule as may be agreed upon between the Contractor and the Contracting Officer; PROVIDED, that the Contracting Officer may require a reduction in contract price if the Contractor fails to meet such delivery schedule, or (2) within a reasonable time after receipt by the Contractor of notice of defects or nonconformance, to repay such portion of the contract as is equitable under the circumstances if the Contracting Officer elects not to require correction or replacement. When supplies are returned to the Contractor, the Contractor shall bear the transportation cost from the original point of delivery to the Contractor's plant and return to the original point when that point is not the Contractor's plant. If the Contractor fails to perform or act as required in (1) or (2) above and does not cure such failure within a period of 10 days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure, the Government shall have the right by contract or otherwise to replace or correct such supplies and charge to the Contractor the cost occasioned the Government thereby.

(FAR 52.246-2)

E12 POINT OF ACCEPTANCE (DESC MAY 1969)

On f.o.b. origin deliveries, acceptance of the supplies furnished hereunder will take place at origin, notwithstanding that inspection by the Government may take place elsewhere prior to acceptance. On f.o.b. destination deliveries, acceptance of the supplies furnished hereunder will take place at destination, notwithstanding that inspection by the Government may take place elsewhere prior to acceptance.

(DESC 52.246-9FQ1)

E21.01 SUPPLEMENTAL INSPECTION (OVERSEAS) (DESC JUL 1999)

(a) Inspection responsibility is assigned to the cognizant office specified in the LIST OF INSPECTION OFFICES FOR OVERSEAS PETROLEUM PRODUCT CONTRACTS or the QUALITY REPRESENTATIVE clause of this contract, whichever is applicable.

(b) On items calling for f.o.b. origin delivery, inspection and acceptance will be performed at the point of delivery.

(c) On items calling for f.o.b. destination delivery, preliminary inspection for quality will be performed at the product source, with final inspection and acceptance at destination except that--

(1) On all bulk fuels, other than aviation, that are delivered via TT/TW to U.S. Government installations for their use and consumption, Government inspection for identity and quantity will be performed by the receiving activity at point of acceptance.

(2) If there is evidence that product deliveries are not in conformance with the contract, assistance, if required, should be solicited from the cognizant inspection office.

(3) The Government reserves the right to perform quality inspection at all times and places if warranted.

(d) On items calling for delivery of drummed or packaged products, either f.o.b. origin or f.o.b. destination, inspection for product quality will be performed at the point of manufacture or blending. If the point of blending is different from the point of manufacture of component stocks, preliminary inspection of component stocks may be performed at their point of manufacture. Quality verification and inspection for proper filling and packaging will be performed at the point of filling. Final inspection and acceptance will be at the point of delivery.

(e) Whenever the item calls for delivery into or by tanker, either f.o.b. origin or f.o.b. destination, the Contractor shall keep the Inspector informed of the loading date and source of supply and any changes thereto as far in advance of the loading date as is possible to permit necessary inspection by the Government.

(f) When the item calls for delivery f.o.b. origin into Government-furnished tanker and the Contractor has the option to designate the loading point(s), the Contractor shall notify the Inspector and the Ordering Officer of the designated loading point(s) at least 14 days in advance of the scheduled delivery date. When the item calls for f.o.b. destination delivery and the Contractor has the option to designate the loading point(s), the Contractor shall notify the Inspector and the Ordering Officer of the designated loading point(s) as far in advance of the loading date as is possible.

(DESC 52.246-9F80)

E22.01 QUALITY REPRESENTATIVE (DESC JUL 1992)

The Quality Office assigned inspection responsibility under this contract is

COMMERCIAL ADDRESS

DCMAO-G
ADENAUER RING 39
WEISBADEN, GERMANY

MILITARY ADDRESS

DCMAO-GERMANY
CMR 410, BOX 761-779
APO AD 09096

(DESC 52.246-9F35)

E35.02 REQUESTS FOR WAIVERS AND DEVIATIONS (DESC JUL 2000)

(a) The following procedures apply to requests for specification waivers.

(1) Requests for waivers and deviations shall be submitted by the Contractor to the Contracting Officer with a copy to the Quality Representative (QR). Each request shall provide the following information: Contractor name; contract number; contract line item and product, if applicable; clause number, paragraph and subparagraph, as appropriate; the nature of the request; the reason for the request; the corrective action being taken by the Contractor to correct and prevent recurrence of the condition(s) causing the nonconformance; and equitable price adjustment offered over the administrative fee. In extraordinary situations, the Contractor may initially submit the request for a deviation or waiver through the cognizant QR to the Contracting Officer or the Contracting Officer's Representative (COR) in the Bulk Fuels Business Unit, Product Technical and Standardization Division, Defense Energy Support Center (DESC). Extraordinary situation requests shall be submitted formally to the Contracting Officer prior to close of business of the next DESC normal workday. As used in this clause, the term "extraordinary situation" means the matter cannot await resolution until the DESC normal workday (0800 to 1630 hours), Monday through Friday - Federal holidays excluded. In addition, if either the Contracting Officer or the COR cannot be reached, the Duty Officer shall be contacted and provided the necessary information to forward to the proper individuals as soon as possible. The Duty Officer's telephone number is (800) 286-7633, (703) 767-8420, or DSN 427-8420.

(2) If the waiver is granted, the contract will be modified to provide an equitable price reduction or other adequate consideration commensurate with the waiver being granted. If the situation dictates, a waiver may be granted without prior agreement on price adjustment or other consideration subject to agreement by the Contractor, or its representative, to subsequent negotiation. Such agreement shall be documented on the receiving document or other appropriate correspondence. After negotiations, failure to agree on adequate consideration shall be a dispute concerning a question of fact within the meaning of paragraph (d), Disputes, of the CONTRACT TERMS AND CONDITIONS -- COMMERCIAL ITEMS clause of this contract.

(3) If the waiver is granted and the nonconforming supplies are accepted, then in no event will consideration be less than \$250 to cover administrative costs, plus any additional cost of Government inspection or tests if Re-inspection or retest is necessary.

(4) If the waiver is granted modifying this contract but the supplies accepted are nevertheless determined to be in conformity with contract specifications, the Contractor shall still be obligated to pay the consideration originally agreed upon in support of the waiver. If, however, this consideration exceeds \$500, a second contract modification shall be issued reducing the Contractor's obligation to \$500 (the administrative cost of issuing the two required modifications).

(b) When notification of nonconforming supplies is received after the supplies have been accepted, and the Government determines not to exercise its right to require repairs or replacement of nonconforming supplies or re-performance of nonconforming services at no increase in contract price under the INSPECTION OF SUPPLIES – FIXED-PRICE clause or the CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS clause, then in no event will consideration be less than \$250 to cover administrative costs. This \$250 fee is in addition to--

- (1) Consideration commensurate with the extent of nonconforming supplies; and
- (2) Cost of Government inspection or tests if re-inspection or retest is necessary.

The administrative fee will apply to each claim letter issued for off-specification product delivered to an activity.

(DESC 52.246-9FR1)

F1.26 DELIVERY CONDITIONS FOR ALL ITEMS, INCLUDING AUTOMATIC FILL-UP (DESC AUG 1989)

(a) Supplies ordered hereunder shall be delivered, all transportation charges paid, to the destination specified in the Schedule by means of the transportation equipment specified in the Schedule. Delivery shall be accomplished at Contractor's expense into Government storage or into the type of receiving equipment otherwise specified in the Schedule or in the delivery order.

(b) Unless otherwise specified in the Schedule, all deliveries shall be made within 24 hours from the time specified in the order, provided that such order shall have been received by the Contractor at least 72 hours prior to the day so specified. Deliveries shall be made during normal business hours, 8 a.m. to 5 p.m., Monday through Friday.

(c) Unless otherwise stated in the Schedule, the Contractor shall not be required to deliver by road tanker a quantity less than 500 liters nor into more than one storage tank.

(d) Unless otherwise specified in the Schedule, delivery equipment shall include a minimum of 13 meters of hose for deliveries into base and AAFES storage and a minimum of 25 meters of hose for deliveries into housing storage.

(e) The Contractor shall present delivery equipment and product in such condition at destination so as to permit complete off-loading within prescribed free time. Unless otherwise provided in the Schedule, free time for unloading delivery vehicles shall be unlimited.

(f) Title to supplies, and risk of loss thereof, shall pass from the Contractor to the Government when the supplies pass into the receiving facilities.

(g) Where, for particular items, Automatic Fill-Up is specified in the Schedule, the following provisions shall apply:

(1) The Ordering Officer shall furnish the Contractor (i) a map or other written information indicating the location and capacity of each receiving tank; (ii) a record of deliveries to each tank during the previous season; and (iii) a description of any restricted areas and special procedures to be allowed, if any.

(2) The Contractor's delivery equipment will be permitted access to the areas where deliveries are to be made 24 hours a day, 7 days a week, or as otherwise specified by the Ordering Officer.

(3) The Contractor shall establish and maintain a delivery schedule which will ensure that the level of fuel in each tank at all times is never less than the minimum needed to maintain continuous 72-hour operation of the facility the tank supplies, except for three-day weekends when the level of fuel in each tank must not be less than the minimum needed to maintain continuous 96 hour operation.

(4) Each invoice submitted to the Government for Automatic Fill-Up deliveries shall be accompanied by a record of the total quantity delivered for each item each day.

(h) All quantities of kerosene, diesel fuel DF2 (DERV), and fuel oil No. 2 (Gasoil) will be marked to comply with HMS Customs and excise requirements regardless of intended use. Loading hatches on trucks delivering gasoline may be locked but not sealed. All other products may be delivered in trucks that are neither locked nor sealed. On all deliveries, the Contractor must provide a means for the receiving activity to determine quantity at destination.

(DESC 52.242-9FG1)

F1.27 DETERMINATION OF QUANTITY (PC&S) (UK) (DESC SEP 1984)

(a) Measurement of truck deliveries will be by dip stick in accordance with standard commercial practice in the United Kingdom. Dip stick and tank truck strapping tables will accompany vehicle. All fuels with the exception of fuel oil No. 6 (BS 2869, Class F) shall be loaded, delivered, and invoiced at ambient temperature. Fuel Oil No. 6 will be temperature corrected to 60°F and quantities invoiced accordingly.

(b) Since gauging techniques do not preclude obtaining quantity figures, at origin and destination, that differ slightly even though there has been no actual product loss or gain, net quantities shown on the shipping document will be accepted as the quantity received, provided that any difference between such quantity and that which may be determined by the Government at the destination does not exceed 1/2 of 1 percent. If the difference is greater than 1/2 of 1%, the quantity determined by the Government at the destination will be used.

(c) Depending upon the unit shown in the Schedule, the unit of quantity, as used in this contract, shall be (1) the barrel of 42 U.S. gallons, (2) the gallon of 231 cubic inches, (3) the long ton of 2,240 pounds, (4) the pound of 16 ounces, (5) the metric ton of 2,204.6 pounds, (6) the imperial gallon of 277.42 cubic inches, or (7) the liter of 61.026 cubic inches.

(DESC 52.211-9FE1)

F4 DELIVERY AND ORDERING PERIODS (DESC AUG 1976)

(a) The period of this contract during which the Ordering Officer may order and the Contractor shall deliver, if ordered, will be as follows unless the Schedule specifies otherwise:

- (1) Ordering period begins: Date of Award and ends: 30 JUNE 2004.
- (2) Delivery period begins: 01 JULY 2001 and ends: 30 days after end of ordering period.

(b) Notwithstanding the foregoing, deliveries prior to the delivery period, made at the option of the Contractor and pursuant to an order by the Government, shall be deemed to have been made under this contract at the applicable contract price(s).

(DESC 52.242-9F75)

F18 F.O.B. DESTINATION (NOV 1991)

(a) The term "f.o.b. destination," as used in this clause, means--

(1) Free of expense to the Government, on board the carrier's conveyance, at a specified delivery point where the consignee's facility (plant, warehouse, store, lot, or other location to which shipment can be made) is located; and

(2) Supplies shall be delivered to the destination consignee's wharf (if destination is a port city and supplies are for export), warehouse unloading platform, or receiving dock, at the expense of the Contractor. The Government shall not be liable for any delivery, storage, demurrage, accessorial, or other charges involved before the actual delivery (or "constructive placement" as defined in carrier tariffs) of the supplies to the destination, unless such charges are caused by an act or order of the Government acting in its contractual capacity. If rail carrier is used, supplies shall be delivered to the specified unloading platform of the consignee. If motor carrier (including "piggyback") is used, supplies shall be delivered to truck tailgate at the unloading platform of the consignee, except when the supplies delivered meet the requirements of Item 568 of the National Motor Freight Classification for "heavy or bulky freight." When supplies meeting the requirements of the referenced Item 568 are delivered, unloading (including movement to the tailgate) shall be performed by the consignee, with assistance from the truck driver, if requested. If the Contractor uses rail carrier or freight forwarded for less than carload shipments, the Contractor shall ensure that the carrier will furnish tailgate delivery, when required, if transfer to truck is required to complete delivery to consignee.

(b) The Contractor shall-

- (1) (i) Pack and mark the shipment to comply with contract specifications; or
 - (ii) In the absence of specifications, prepare the shipment in conformance with carrier requirements;
- (2) Prepare and distribute commercial bills of lading;
- (3) Deliver the shipment in good order and condition to the point of delivery specified in the contract;
- (4) Be responsible for any loss of and/or damage to the goods occurring before receipt of the shipment by the consignee at the delivery point specified in the contract;
- (5) Furnish a delivery schedule and designate the mode of delivering carrier; and
- (6) Pay and bear all charges to the specified point of delivery.

(FAR 52.247-34)

F29.01 CONTRACTOR ORDERING AGENTS (DESC FEB 1995)

Orders placed hereunder shall be directed to the prime Contractor at the address indicated on the cover page unless another address is indicated below.

(NOTE: Offeror to complete when submitting proposal.)

(DESC 52.216-9F85)

F30.01 ORDERING AND PAYING OFFICERS (OVERSEAS PC&S) (DESC APR 1998)

(a) Ordering and Paying Officers under the contract are as indicated below:

<u>ITEM NO.</u>	<u>ORDERING OFFICER</u>	<u>PAYING OFFICER</u>
All Items	Will be identified in award documentation.	Will be identified in award documentation.

(b) The Commanding Officer or his designated representative of the cognizant requiring activity is authorized to make any necessary changes to this listing, or make additional assignments for requirements not covered by the foregoing. Such changes or assignments shall be made by written notification to the Contractor, with a copy to the Contracting Officer.

(c) If Ordering and Paying Officers cannot be ascertained under (a) or (b) above, the following activities, as applicable, should be contacted:

COMMANDER
U.S. ARMY PETROLEUM CENTER
ATTN: SATPC-L
NEW CUMBERLAND ARMY DEPOT
NEW CUMBERLAND, PA 17070-5008

HQ SAN ANTONIO ALC/SFRF
1014 BILLY MITCHELL BLVD
SUITE 1, BLDG 1621
KELLY AFB, TX 78241-5603

ATTN: DESC-PEA
DEFENSE ENERGY SUPPORT CENTER
8725 JOHN J. KINGMAN ROAD, SUITE 4950
FORT BELVOIR, VA 22060-6222

NAVY PETROLEUM OFFICE
8725 JOHN J. KINGMAN ROAD, SUITE 3719
FORT BELVOIR, VA 22060-6224

(DESC 52.216-9FB1)

F51 SHIPMENT AND ROUTING (OVERSEAS) (DESC NOV 1972)

(a) The Contractor shall make shipments of the supplies ordered hereunder by the method specified in the Schedule, to the delivery point, in the quantity, and according to the delivery date specified in the order or in the Schedule.

(b) On items calling for delivery at Contractor's refinery, terminal, or bulk plant on an f.o.b. origin basis, transportation equipment will be furnished by the Government; PROVIDED, however, that the Contractor shall, without additional cost to the Government, arrange to obtain any railway boxcars required for shipments to be made hereunder. Whenever any item of the Schedule specifies delivery by more than one method, selection of the method to be used shall be at Government's option. Government-furnished transportation equipment that the Contractor finds unsatisfactory for loading shall be reported as follows:

(1) **TANKERS AND BARGES.** Report to the Quality Representative (QR).

(2) **TANK CARS.** Report to the QR.

(3) **TRANSPORT TRUCKS, TRUCKS AND TRAILERS, AND TANK WAGONS.** Report to the QR and to carrier's general office, or to home base or station of such equipment.

(c) If the supplies are to be delivered f.o.b. tank car, boxcar, truck, transport truck, truck and trailer, or tank wagon at Contractor's refinery, terminal, or bulk plant--

(1) The Contractor shall ship the supplies under Government bills of lading, which will be furnished, or arranged for, by the Ordering Officer. If requested by the Government, the Contractor shall prepare Government bills of lading.

(2) The Contractor shall comply with routing instructions furnished by the Government. Such instructions will include carrier names, routes, route order numbers, and other pertinent information. The Contractor shall be responsible for scheduling of commercial transport trucks, trucks and trailers, and tank wagons to its plant in accordance with such routing instructions and consonant with the applicable order. The Contractor shall reimburse the Government for any demurrage incurred as a result of improper scheduling.

(d) On all tank car and boxcar (carload only) shipments, whether delivery is made on an f.o.b. origin or f.o.b. destination basis, the Contractor shall send to the consignee at the time of shipment a prepaid telegraphic notice which shall indicate grade of product, date of shipment, car and seal numbers, bill of lading number, and net quantities.

(e) The Contractor shall furnish serially numbered seals and effectively seal all tank cars, boxcars, transport trucks, trucks and trailers, tankers, and barges, whether delivery is made on an f.o.b. origin or f.o.b. destination basis. The marking on the seal shall be indicated on all shipping documents.

(DESC 52.247-9FG5)

F105 VARIATION IN QUANTITY (APR 1984)

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.

(b) The permissible variation shall be limited to--

10 Percent increase
10 Percent decrease

This increase or decrease shall apply to each delivery order.

(FAR 52.211-16)

G3 INVOICE NUMBERING REQUIREMENTS (DESC AUG 1998)

Each invoice submitted for payment under this contract shall be identified by an individual invoice number. The number shall not be duplicated on subsequent invoices. Duplicate invoice numbers or invoices that do not include numbers may be rejected.

(DESC 52.211-9FH5)

G3.01 PAYMENT DUE DATE (DESC OCT 1988)

When payment due date falls on a Saturday or Sunday, or on a United States Official Federal holiday, payment will be due and payable on the following workday.

(DESC 52.232-9F45)

G9.06 ADDRESS TO WHICH REMITTANCE SHOULD BE MAILED (DESC DEC 1999)

Remittances shall be mailed only at the Government's option or where an exception to payment by Electronic Funds Transfer (EFT) applies. (See the PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION or the PAYMENT BY ELECTRONIC FUNDS TRANSFER - OTHER THAN CENTRAL CONTRACTOR REGISTRATION clause.)

Offeror shall indicate below the complete mailing address (including the nine-digit zip code) to which remittances should be mailed if such address is other than that shown in Block 15a (Standard Form (SF) 33) for noncommercial items or Block 17a (SF 1449) for commercial items. In addition, if offeror did not incorporate its nine-digit zip code in the address shown in Block 15a of the SF 33 or in Block 17a of the SF 1449, the offeror shall enter it below:

(a) Payee Name (Contractor): _____
 (DO NOT EXCEED 25 CHARACTERS)

(b) Check Remittance Address:

(DO NOT EXCEED 30 CHARACTERS PER LINE)

(c) Narrative Information (special instructions).

(DESC 52.232-9F55)

(a) **METHOD OF PAYMENT.**

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either-

- paragraph (d) of this clause).

(1) The Contractor is required to provide the Government with the information required to make contract payment by EFT (see paragraph (j) of this clause). The Contractor shall provide this information directly to the office designated in this contract to receive that information no later than 5 days after award. If not otherwise designated in the contract, the payment office is the designated office for receipt of the Contractor's EFT information. If more than one designated office is named for the contract, the Contractor shall provide a separate notice to each office. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the designated payment office(s).

(c) **MECHANISMS FOR EFT PAYMENT.** The Government may make payment by EFT through either the Automated Clearing network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules for Federal Payments through the ACH are contained in 31 CFR Part 210.

(1) The Government is not required to make any payment until after receipt, by the designated office, of the correct EFT information from the Contractor. Until receipt of the correct EFT information, any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of any delays in accrual of interest penalties apply.

(e) **LIABILITY FOR UNCOMPLETED OR ERRONEOUS TRANSFERS.**

- (i) Making a correct payment;
- (ii) Paying any prompt payment penalty due; and
- (iii) Recovering any erroneously directed funds.

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(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously direct funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment and the provision of paragraph (d) shall apply.

(f) **EFT AND PROMPT PAYMENT.** A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) **EFT AND ASSIGNMENT OF CLAIMS.** If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall provide the EFT information required by paragraph (j) of this clause to the designated office, and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) **LIABILITY FOR CHANGE OF EFT INFORMATION BY FINANCIAL AGENT.** The Government is not liable for errors resulting from changes to EFT information provided by the Contractor's financial agent.

(i) **PAYMENT INFORMATION.** The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address in the contract.

(j) **EFT INFORMATION.** The Contractor shall provide the following information to the designated office. The Contractor may supply this data for multiple contracts (see paragraph (b) of this clause). The Contractor shall designate a single financial agent per contract capable of receiving and processing the EFT information using the EFT methods described in paragraph (c) of this clause.

- (1) The contract number (or other procurement identification number).
- (2) The Contractor's name and remittance address, as stated in the contract(s).
- (3) The signature (manual or electric, as appropriate), title, and telephone number of the Contractor official authorized to provide this information.
- (4) The name, address, and 9-digit Routing Transit Number of the Contractor's financial agent, contract, and account number at the Contractor's financial agent.
- (5) The Contractor's account number and the type of account (checking, savings, or lockbox).
- (6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the Contractor's financial agent.
- (7) If applicable, the Contractor shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the Contractor's financial agent is not directly on-line to the Fedwire Transfer System and, therefore, not the receiver of the wire transfer payment.

(FAR 52.232-34)

G18 ACCOUNTING AND APPROPRIATION (DESC FEB 1968)

The account for which material is ordered will determine the appropriation or fund to be charged with the cost of the material in each case. The appropriation or fund as applicable in each case will be conspicuously shown on each order issued hereunder.

(DESC 52.232-9F50)

G150.13 SUBMISSION OF INVOICES FOR PAYMENT (PC&S) (UK) (DESC DEC 1993)

(a) **INVOICES.** When the Contractor receives notice of a delivery, they will prepare a hard copy invoice in quadruplicate; the original will be marked **Copy 1**, and the three copies will be marked **Copy 2**, **Copy 3**, and **Copy 4**, respectively. By submission of an invoice for payment, the Contractor certifies that all delivery tickets supporting the subject invoice were signed by an authorized Government representative at the receiving location. Attached to and/or included on the invoice will be the following information:

- (1) Contract Number.
- (2) Contractor.
- (3) Delivery Date.
- (4) Product Name and Item Number.
- (5) Delivery Order Number.
- (6) Quantity in Liters.
- (7) Unit Price and Extended Total.

- (8) Total Pound Sterling Value of Invoice.
- (9) Delivery Ticket Number.
- (10) Affiliate Invoice Number, if applicable.

(b) **DELIVERY TICKETS.** The Contractor will prepare and each authorized Government representative at each receiving location will sign a Contractor delivery ticket at the time of delivery. The original delivery ticket will be given to the authorized Government representative at the time of delivery. The other copies will be retained by the Contractor (see (a) above and (b)(2) below). Contractor invoices shall be accepted and payment shall be processed without a signed delivery ticket attached to the invoice.

(1) For audit and control purposes, the Contractor will provide and deliver to DESC and/or the appropriate payment office, upon request, a copy of the signed delivery ticket. The copy can be a certified, legible copy of the delivery ticket if, pursuant to (2) below, the originals are stored on microfilm. Routine spot checks by the Government for purposes of random verification shall be limited to no more than 10 percent of the deliveries in any given month and shall list the invoice number, the invoice date, the delivery ticket number, and delivery date. Extensive verification checks not subject to the 10 percent delivery limitation may be requested on an exceptional basis. Government requests for the delivery tickets shall not delay the payment of any properly submitted invoice. The Contractor shall initiate retrieval of the requested forms within five working days of receipt of the request from either DESC or the paying office. Within 30 days of the request, the Contractor will either provide DESC/paying office with the requested forms or a status report of its efforts to retrieve the documents. If the Government requires a more detailed and complete audit, all requested forms shall be submitted within 30 days of the request. If the time-table cannot be met, the Contractor will notify DESC with a projected date as to when the forms will be forwarded.

(2) With regard to the un-requested delivery tickets, the Contractor agrees to retain either duplicate hard copies of microfilm copies of the delivery tickets for a period of six years and three months after the delivery. However, records pertaining to claims for or against the U.S. Government, investigations, or cases pending or in litigation shall be retained until final settlement or resolution.

(DESC 52.232-9FC5)

11.01-1 DEFINITIONS (DESC FEB 1998)

As used throughout this contract, the following terms shall have the meanings set forth below.

(a) **Quality Representative (QR)** includes the terms Quality Assurance Representative (QAR) and Quality Surveillance Representative (QSR).

(1) The QAR is a Government Representative authorized to represent the Contracting Officer to assure the Contractor complies with the contractual requirements in furnishing petroleum products and services.

(2) The QSR is a Government Representative authorized to represent the Contracting Officer to assure the Contractor complies with the contractual requirements in furnishing services.

(b) **Ordering Officer** means whichever of the following or their designated representatives is applicable: (1) the Commander, Defense Energy Support Center; (2) the Commander, Defense General Supply Center; (3) the Commander, U.S. Army Petroleum Center; (4) the Commanding Officer, U.S. Navy Petroleum Office; (5) the Director of Air Force Aerospace Fuels; (6) the Chief of the Air Force Aerospace Fuels Office; (7) the Officer in charge of the Federal Government activity encompassing any delivery point indicated in the Schedule; (8) the Commanding Officer or the Master of the vessel to be bunkered; (9) any Government Contractor furnishing evidence of authority to order under this contract; (10) the head of any Federal Government agency; (11) the pilot, the flight commander, the aircraft commander or the crew chief of the U.S. designated aircraft authorized to place orders against into-plane contracts; (12) the Contracting Officer; (13) the individual in charge of ordering coal at the receiving Government activity; (14) the driver of a Federal vehicle or boat, or the pilot of a Federal aircraft authorized to place orders under a service station contract; (15) the Navy Fleet Commanders; (16) the Defense Attaché Officer; (17) the authorized ship manager (contractor) for the Maritime Administration who is ordering ships' bunkers on behalf of Maritime Administration vessels; (18) the ships' husbanding agent, furnishing evidence of contractual authority, who passes the order (verbal or written) on behalf of the requesting government vessel.

(c) The acronym **TK** means tanker, **B** means barge, **TC** means tank car, **T** means truck, **TT** means transport truck, **TTR** means truck and trailer, **TW** means tank wagon, **P** means pipeline, and **MSS** means Marine Service Station. The acronyms or terms **TT** or **transport truck** and **TTR** or **truck and trailer** mean tank truck equipment, whereas the acronym or term **T** or **truck** means truck equipment for hauling drummed or packaged supplies. The acronym **SW** means supplier's works, **CFD** means Contractor-furnished drum, and **GFD** means Government-furnished drum.

(DESC 52.202-9F10)

11.22-1 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

(a) If the Government receives information that a Contractor or a person has engaged in conduct constituting a violation of subsection (a), (b), (c), or (d) of section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423) (the Act), as amended by section 4304 of the 1996 National Defense Authorization Act for Fiscal year 1996 (Pub. L. 104-106), the Government may--

- (1) Cancel the solicitation, if the contract has not yet been awarded or issued; or
- (2) Rescind the contract with respect to which--

- (i) The Contractor or someone acting for the Contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27(a) or (b) of the Act for the purpose of either--
 - (A) Exchanging the information covered by such subsections for anything of value; or
 - (B) Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or
- (ii) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the Contractor or someone acting for the Contractor has engaged in conduct constituting an offense punishable under subsection 27(e)(1) of the Act.
- (b) If the Government rescinds the contract under paragraph (a) of this clause, the Government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.
- (c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

(FAR 52.203-8)

I11.01-2 ADMINISTRATIVE COST OF TERMINATION FOR CAUSE -- COMMERCIAL ITEMS (DESC FEB 1996)

- (a) In the event this contract is terminated for cause, in whole or in part, the Government will incur administrative costs.
- (b) The Contractor agrees to pay all administrative costs associated with a contract termination action. The minimum amount the Contractor shall pay for each termination action is \$500. This payment for administrative costs is in addition to any excess reprocurement costs and any other remedies or damages resulting from the termination.
- (c) The term **termination action**, as used herein, means the termination for cause, including any associated reprocurement effort, involving--
 - (1) Any single order or any group of orders terminated together;
 - (2) Any item or group of items terminated together; or
 - (3) The entire contract.

(DESC 52.249-9F20)

I11.04 BANKRUPTCY (JUL 1995)

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the contract, written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting offices for all Government contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract.

(FAR 52.242-13)

I27 GRATUITIES (APR 1984)

- (a) The right of the Contractor to proceed may be terminated by written notice if, after notice and hearing, the agency head or a designee determines that the Contractor, its agent, or another representative--
 - (1) Offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official, or employee of the Government; and
 - (2) Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.
- (b) The facts supporting this determination may be reviewed by any court having lawful jurisdiction.
- (c) If this contract is terminated under paragraph (a) above, the Government is entitled--
 - (1) To pursue the same remedies as in a breach of the contract; and
 - (2) In addition to any other damages provided by law, to exemplary damages of not less than 3 nor more than 10 times the cost incurred by the Contractor in giving gratuities to the person concerned, as determined by the agency head or a designee. (This subparagraph (c)(2) is applicable only if this contract uses money appropriated to the Department of Defense.)
- (d) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

(FAR 52.203-3)

128.19 RELIEF FROM CUSTOMS DUTY (DESC MAY 1994)

(a) Pursuant to an agreement between the United States Government and Her Majesty's Customs and Excise, it is possible to obtain relief from customs duty on Motor Gasolines and Fuel Oils used in support of certain contracts. If vehicles and/or fuel oils are used in support of this contract, the Contractor will attempt to seek relief from customs duty in accordance with H.M. Customs Notice 431, "Relief from Customs Duty and/or Value Added Tax on U.S. Government Expenditures in the United Kingdom." Applications should be sent to--

H.M. Customs & Excise
International Customs
Division G, Branch 4 (Privilege)
Kings Beam House
Mark Lane, London EC3

(b) The amount of any rebate by H. M. Customs and excise will be paid in full to the U.S. Government. Checks will be made payable to "Treasury of the United States" and will be forwarded to "Accounting and Finance Office, RAF Mildenhall, APO AE 09127."

(DESC 52.229-9F55)

128.21 TAXES - FOREIGN FIXED-PRICE CONTRACTS (JAN 1991)

(a) To the extent that this contract provides for furnishing supplies or performing services outside the United States, its possessions, and Puerto Rico, this clause applies in lieu of any Federal, State, and local taxes clause of the contract.

(b) **Contract date**, as used in this clause, means the date set for bid opening or, if this is a negotiated contract or a modification, the effective date of this contract or modification.

Country concerned, as used in this clause, means any country, other than the United States, its possessions, and Puerto Rico, in which expenditures under this contract are made.

Tax and taxes, as used in this clause, include fees and charges for doing business that are levied by the government of the country concerned or by its political subdivisions.

All applicable taxes and duties, as used in this clause, means all taxes and duties, in effect on the contract date, that the taxing authority is imposing and collecting on the transactions or property covered by this contract, pursuant to written ruling or regulation in effect on the contract date.

After-imposed tax, as used in this clause, means any new or increased tax or duty, or tax that was exempted or excluded on the contract date but whose exemption was later revoked or reduced during the contract period, other than excepted tax, on the transactions or property covered by this contract that the Contractor is required to pay or bear as the result of legislative, judicial, or administrative action taking effect after the contract date.

After-relieved tax, as used in this clause, means any amount of tax or duty, other than an excepted tax, that would otherwise have been payable on the transactions or property covered by this contract, but which the Contractor is not required to pay or bear, or for which the Contractor obtains a refund, as the result of legislative, judicial, or administrative action taking effect after the contract date.

Excepted tax, as used in this clause, means social security or other employment taxes, net income and franchise taxes, excess profits taxes, capital stock taxes, transportation taxes, unemployment compensation taxes, and property taxes. "Excepted tax" does not include gross income taxes levied on or measured by sales or receipts from sales, property taxes assessed on completed supplies covered by this contract, or any tax assessed on the Contractor's possession of, interest in, or use of property, title to which is in the U.S. Government.

(c) Unless otherwise provided in this contract, the contract price includes all applicable taxes and duties, except taxes and duties that the Government of the United States and the government of the country concerned have agreed shall not be applicable to expenditures in such country by or on behalf of the United States.

(d) The contract price shall be increased by the amount of any after-imposed tax or of any tax or duty specifically excluded from the contract price by a provision of this contract that the Contractor is required to pay or bear, including any interest or penalty, if the Contractor states in writing that the contract price does not include any contingency for such tax and if liability for such tax, interest, or penalty was not incurred through the Contractor's fault, negligence, or failure to follow instructions of the Contracting Officer or to comply with the provisions of paragraph (i) below.

(e) The contract price shall be decreased by the amount of any after-relieved tax, including any interest or penalty. The Government of the United States shall be entitled to interest received by the Contractor incident to a refund of taxes to the extent that such interest was earned after the Contractor was paid by the Government of the United States for such taxes. The Government of the United States shall be entitled to repayment of any penalty refunded to the contractor to the extent that the penalty was paid by the Government.

(f) The contract price shall be decreased by the amount of any tax or duty, other than an excepted tax, that was included in the contract and that the Contractor is required to pay or bear, or does not obtain a refund of, through the Contractor's fault, negligence, or failure to follow instructions of the Contracting Officer or to comply with the provisions of paragraph (i) below.

(g) No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.

(h) If the Contractor obtains a reduction in tax liability under the United States Internal Revenue Code (Title 26, U.S. Code) because of the payment of any tax or duty that either was included in the contract price or was the basis of an increase in the contract price, the amount of the reduction shall be paid or credited to the Government of the United States as the Contracting Officer directs.

(i) The Contractor shall take all reasonable action to obtain exemption from or refund of any taxes or duties, including interest or penalty, from which the United States Government, the Contractor, any subcontractor, or the transactions or property covered by this contract are exempt under the laws of the country concerned or its political subdivisions or which the governments of the United States and of the country concerned have agreed shall not be applicable to expenditures in such country by or on behalf of the United States.

(j) The Contractor shall promptly notify the Contracting Officer of all matters relating to taxes or duties that reasonably may be expected to result in either an increase or decrease in the contract price and shall take appropriate action as the Contracting Officer directs. The contract price shall be equitably adjusted to cover the costs of action taken by the Contractor at the direction of the Contracting Officer, including any interest, penalty, and reasonable attorneys' fees.

(FAR 52.229-6)

133 INTEREST (JUN 1996)

(a) Except as otherwise provided in this contract under a PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA clause or a COST ACCOUNTING STANDARDS clause, all amounts that become payable by the Contractor to the Government under this contract (net of any applicable tax credit under the Internal Revenue Code (26 U.S.C. 1481) shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 12 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in paragraph (b) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(b) Amounts shall be due at the earliest of the following dates:

(1) The date fixed under this contract.

(2) The date of the first written demand for payment consistent with this contract, including any demand resulting from a default termination.

(3) The date the Government transmits to the Contractor a proposed supplemental agreement to confirm completed negotiations establishing the amount of debt.

(4) If this contract provides for revision of prices, the date of written notice to the Contractor stating the amount of refund payable in connection with a pricing proposal or a negotiated pricing agreement not confirmed by contract modification.

(c) The interest charge made under this clause may be reduced under the procedures prescribed in 32.614-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(FAR 52.232-17)

184 REQUIREMENTS (OCT 1995)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the ORDERING clause. Subject to any limitations in the ORDER LIMITATIONS clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the ORDERING clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; PROVIDED, that the Contractor shall not be required to make any deliveries under this contract after 30 days after the end of the ordering period.

(FAR 52.216-21)

I86.06-1 DELIVERY-ORDER LIMITATIONS (PC&S) (UK) (DESC DEC 1993)

(a) **MINIMUM ORDER.** The Contractor shall not be obligated to furnish supplies and/or services under this contract in an amount less than the minimum established in the Schedule of a single item for delivery to a single delivery point. In the event the prices established under this contract vary based upon the liter quantity of an individual delivery, the Government reserves the right to withhold ordering, without prejudice, until the individual delivery quantity required reaches a level, as determined by the Ordering Officer, that minimizes the per liter cost to the Government.

(b) **MAXIMUM ORDER.** Unless otherwise stated in the Schedule, the Contractor shall not be obligated to honor--

(1) Any order for a single item for a single delivery point in excess of **20 percent of the estimated one-year requirement in any given month** (20 percent of 1/2 the total estimated award quantity in any given month); or

(2) Any order for a combination of items for single delivery point in excess of **20 percent of the total estimated one-year requirement of all the items in any given month** (20 percent of 1/2 the total estimated award quantity of all the items in any given month); or

(3) A series of orders from the same ordering office in the course of 30 days that together call for quantities of items that total in excess of the limitation provided in (1) or (2) above.

(c) The Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum order limitations in (b) above.

(d) Notwithstanding the foregoing, the Contractor shall honor any order exceeding the maximum order limitations set forth above unless the Contractor verbally notifies the Ordering Officer within two working days after verbal notification of an order or two working days after receipt of a written order, followed by the return of the written orders to the ordering office, that the Contractor does not intend to make shipment of the items called for and the reasons therefore. When the Government has received this verbal notice, the Government may acquire the supplies from another source.

(DESC 52.216-9FM1)

I179 ALLOCATION (DESC JUL 1995)

(a) **REDUCED SUPPLIES.** If, for any cause beyond the control and without the fault or negligence of the Contractor, the total supply of crude oil and/or refined petroleum product is reduced below the level that would have otherwise been available to the Contractor, the Contractor allocates to its regular customers its remaining available supplies of crude oil or product, then the Contractor may also allocate to the U.S. Government supplies to be delivered under this contract, PROVIDED--

(1) Prompt notice of and evidence substantiating the necessity to allocate and describing the allocation rate for all the Contractor's customers are submitted to the Contracting Officer;

(2) Allocation among the Contractor's regular customers is made on a fair and reasonable basis (except where allocation on a different basis is required by a governmental authority, agency, or instrumentality); and

(3) Reduction of the quantity of product due the Government under this contract shall not exceed the pro rata amount by which the Contractor reduces delivery to its other customers similarly situated.

(b) **ADDITIONAL SUPPLIES.** If, after the event causing the shortage of crude oil and/or refined petroleum product as described in (a) above, additional supply becomes available to the Contractor, the Contracting Officer may choose any one of the following three possible courses of action:

(1) Accept an updated pro rata reduction as outlined in (a) above;

(2) Determine that continuance of the contract with the quantities as originally stated in the Schedule is in the best interests of the Government; or

(3) Terminate the contract as permitted in (d) below.

(c) **REDUCED DELIVERIES.** If the Contractor believes that a law, regulation, or order of a foreign government requires the Contractor to deliver less than the quantity set forth in the Schedule for any location within that country, the Contractor may request allocation in accordance with (a) above. In addition to the criteria in (a) above, the Contractor's request shall cite--

(1) The law, regulation, or order, furnishing copies of the same;

(2) The authority under which it is imposed; and

(3) The nature of the Government's waiver, exception, and enforcement procedure.--

The Contracting Officer will promptly review the matter and advise the Contractor whether or not the need to allocate has been substantiated. If the law, regulation, or order requiring the Contractor to reduce deliveries ceases to be effective, the Contractor shall resume deliveries in accordance with the original Schedule.

(d) If, as a result of reduced deliveries permitted by (a), (b), or (c) above, the Contracting Officer decides that continuation of this contract is no longer in the best interests of the Government, the Government may terminate this contract or any quantity there-under, by written notice, at no cost to the Government. However, the Government shall not be relieved of its obligation to pay for supplies actually delivered to and accepted by it.

(e) Except as otherwise stated in (b) above, any volumes omitted pursuant to (a) or (b) above shall be deleted from this contract, and the Contractor shall have no continuing obligation, so far as this contract is concerned, to make up such omitted supplies.

(f) For Posts, Camps, and Stations contracts, Department of Energy priority orders and allocation regulations will take precedence over any conflicting provisions of this clause.

(g) For Bulk Fuels contracts, the provisions contained in (a) above shall be inoperative when the Secretary of Defense makes a written determination that it is essential to the National Defense that the Defense Energy Support Center be provided contract volumes exceeding the amount of product to which it would otherwise be entitled.

(DESC 52.249-9F05)

I186 PROTECTION OF GOVERNMENT PROPERTY AND SPILL PREVENTION (DESC MAY 1978)

(a) The Contractor shall use reasonable care to avoid damaging or contaminating existing buildings, equipment, asphalt pavement, soil, or vegetation (such as trees, shrubs, and grass) on the Government installation. If the Contractor fails to use reasonable care and damages or contaminates any such buildings, equipment, asphalt pavement, soil or vegetation, or other Government facilities, he shall replace the damaged items or repair the damage at no expense to the Government and to the satisfaction of the Government. Further, if, as a result of the failure of the Contractor to comply with the requirements of this contract, Government buildings, equipment, asphalt pavement, soil or vegetation, or other Government facilities become damaged or destroyed, the Contractor shall replace or repair the damage at no expense to the Government, and to the satisfaction of the Government. Should the Contractor fail or refuse to make such repairs or replacements, the Government may have the said repairs or replacement accomplished, and the Contractor shall be liable for the cost thereof which may be deducted from the amounts which become due under this contract. Informal agreement with the Contractor upon replacement, repairs, or costs to be deducted shall first be attempted by the Installation Commander or Ordering Officer. If disagreement persists, the matter shall be referred to the Contracting Officer. Unless approved by the Contracting Officer, no costs shall be deducted from amounts due or owing without the Contractor's consent.

(b) The Contractor shall take all measures as required by law to prevent oil spills (including, but not limited to, any spilling, leaking, pumping, pouring, emitting, emptying or dumping into or onto any land or water). In the event the Contractor spills any oil (including, but not limited to, gasoline, diesel fuel, fuel oil, or jet fuel), the Contractor shall be responsible for the containment, cleanup, and disposal of the oil spilled. Should the Contractor fail or refuse to take the appropriate containment, cleanup, and disposal actions, the Government may do so itself. The Contractor shall reimburse the Government for all expenses incurred including fines levied by Federal, State, or local Governments.

(DESC 52.223-9F10)

I190.04 MATERIAL SAFETY DATA SHEETS -- COMMERCIAL ITEMS (BULK) (DESC MAR 1996)

(a) The apparently successful offeror agrees to submit, for each item prior to award, a Material Safety Data Sheet (MSDS), meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all items to be delivered under this contract. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the MSDS prior to award may result in the apparently successful offeror being considered non-responsible and ineligible for award.

(b) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, that renders incomplete or inaccurate the data submitted under paragraph (a) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(c) The Contractor shall submit MSDS's to the Contracting Officer. MSDS's must cite the solicitation number, the applicable Commercial and Government Entity (CAGE) code of the manufacturer, and, where so identified, the National Stock Number (NSN).

(d) The offeror need not submit a duplicate MSDS for a product for which the offeror has submitted an MSDS within the past five years. The MSDS of record must fully comply with the latest revision of FED-STD-313, and the data on the MSDS must still be current and complete. Should the description/composition of the product offered differ in any area specified on a previously submitted MSDS, a new MSDS is required.

(DESC 52.223-9F05)

I209.09 EXTENSION PROVISIONS (PC&S) (DESC OCT 1994)

(a) The DESC Contracting Officer reserves the right to unilaterally extend this contract on the same terms and conditions one or more times for a total of no more than six months. Notice of contract extension will be furnished to the Contractor 30 days prior to expiration of this contract or any extension thereof. However, nothing in this clause precludes the Contractor from agreeing to an extension of the contract if the DESC Contracting Officer fails to issue the notice within the 30 day time frame.

(b) The foregoing extension may be exercised by the DESC Contracting Officer where continued performance is required until a follow-on contract is awarded or, in the event a follow-on contract has been awarded, until a succeeding Contractor is positioned to commence performance.

(c) Extension of this contract shall be considered to have been accomplished at the time the DESC Contracting Officer provides written notification to the Contractor by facsimile or by mail.

(DESC 52.217-9F20)

I211 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from Date of Award through 30 June 2004.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(FAR 52.216-18)

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